

The regular meeting of the council of the Village of Hussar will be held in Council Chambers on Thursday, August 21, 2025 starting at approximately 8:15 p.m, after the Annual General Meeting.

- 1. CALL TO ORDER
- 2. ACCEPTANCE OF AGENDA
- 3. DELEGATIONS
 - a) Resident Request

4. ADOPTION OF THE PREVIOUS MINUTES

- a) July 10, 2024 Regular Council Meeting
- b) July 24, 2025 Special Council Meeting

5. POLICY & BYLAW REVIEW

- a) Bylaw Review
 - 563-24 Land Use Bylaw
 - 562-24 Municipal Development Plan Bylaw
- b) Policy Review
 - 2.5 Disposal of Municipal Property Policy
 - 4.11 Disciplinary Action
 - 4.12 Vehicle Use Policy

6. BUSINESS

- a) Organizational Meeting Date
- b) Commercial Lot Purchase
- c) Privacy Officer Designation
- d) Office Computer Purchase
- e) Hussar Pins purchase
- f) CAO Vacation Day
- g) Provincial Agricultural Service Board Tour in July of 2026
- h) Generator Revised Quote

7. FINANCIAL REPORTS

- a) June 2025 Bank Reconciliation and Cheque Listing
- b) July 2025 Bank Reconciliation and Cheque Listing
- c) Investment Information

8. COMMITTEE REPORTS

9. CAO, PW & TSG WATER SERVICES REPORTS

10. CORRESPONDENCE

- a) ABmunis updated recommendations on recall rules
- b) Hussar Municipal Library
- c) Real Property Governance (RPG): School Ownership Stakeholder Session Documents
- d) RCMP Report
- e) WADEMSA Announcement
- f) Map Review

11. CONFIDENTIAL

a) Resident letter

12. ADJOURNMENT

Next Meeting: Thursday September 11, 2025 (Council Chambers and via. Conference call)

VILLAGE OF HUSSAR REGULAR COUNCIL MEETING MINUTES Thursday, July 10, 2025

The regular meeting of the council of the Village of Hussar was held in Council Chambers on Thursday, July 10, 2025, commencing at 7:00 pm

IN ATTENDANCE	Councillors: Les Schultz, Tim Frank and Coralee Schindel	
	Elizabeth Santerre (CAO)	
	0 via conference call	
	2 people in attendance	
CALL TO ORDER	The meeting was called to order at 7:04 pm	
ACCEPTANCE OF AGENDA 2025-07-10-1275	Add item 6.k) ICF MOVED by Councillor Frank to accept the Agenda with that addition.	
2023-07-10-1273	CARRIED)
<u>DELEGATION</u> 2025-07-10-1276	Alex & Amara – Commercial Lot Purchase MOVED by Councillor Schindel to have our CAO start the assessment process for Plan 6780AM Block 4 Lots 10 & 11 and bring back to the next council meeting.	
	CARRIED)
APPROVAL OF MINUTES 2025-07-10-1277	April 24, 2025, Special Council Meeting MOVED by Councillor Schultz to accept the minutes as presented. CARRIED)
	June 12, 2025, Regular Council Meeting	
2025-07-10-1278	MOVED by Councillor Schindel to accept the minutes as presented. CARRIED)
	June 12, 2025, Municipal Planning Commission Meeting	
2025-07-10-1279	MOVED by Councillor Schultz to accept the minutes as presented.	
	CARRIED)
POLICY & BYLAW REVIEW	POLICY & BYLAW REVIEW	
100 mg	Policy Review	

The following Policies were reviewed without changes;

- 4.7 Statutory Holidays
- 4.9 Overtime
- 4.10 Performance Review

VILLAGE OF HUSSAR REGULAR COUNCIL MEETING MINUTES Thursday, July 10, 2025

BUSINESS 2025-07-10-1280	<u>CAO Vacation</u> MOVED by Councillor Schindel to approve the CAO to take Mo June 30 th , 2025, and close the office during this time.	nday
	Julie 30 1, 2023, and close the office during this time.	CARRIED
2025-07-10-1281	Alternate Returning Officer MOVED by Councillor Frank to appoint Michelle Plante as the A Returning Officer for the Village of Hussar.	Alternate
		CARRIED
2025-07-10-1282	Generator Purchase - Ratify MOVED by Councillor Schultz to approve the quote from West proceed with the purchase of Model WQ100T3 Generator from Westquip using funds from the Village Reserves.	
		CARRIED
2025-07-10-1283	Stop Order MOVED by Councillor Schindel to accept as information	CARRIER
		CARRIED
2025-07-10-1284	Strathmore Stampede Invitation MOVED by Councillor Schindel to accept as information at this	time CARRIED
2025-07-10-1285	Library Board Appointments MOVED by Councillor Frank to appoint the following positions Hussar Municipal Library Board for a 3 year term Kristen Ander Nikki Brown, Tim Frank and Jennifer Armstrong.	
	Till Diewil, Till Traincala Jennier / Imstreng.	CARRIED
2025-07-10-1286	Community Investment Readiness Toolkit MOVED by Councillor Frank to accept as information at this tin	ne. CARRIED
2025-07-10-1287	November 2025 Alberta Municipalities Convention MOVED by Councillor Schindel to accept as information at this have it brought back to the October Council meeting.	time and
	<u> </u>	CARRIED
2025-07-10-1288	Resolution MOVED by Councillor Schultz to submit the Resolution for const	sideration
	by Member Municipalities at the ABmunis 2025 Convention.	CARRIED

VILLAGE OF HUSSAR REGULAR COUNCIL MEETING MINUTES

Thursday, July 10, 2025

Lot Purchase Request

MOVED by Councillor Schultz to get lot 29 in question appraised and 2025-07-10-1289

bring this back to us next meeting

CARRIED

2025-07-10-1290 MOVED by Councillor Schindel to have our CAO reach out to Bell and

inquire if the boxes that jet out into the alleyway can be moved to

within the lot and bring back to the next meeting.

CARRIED

Intermunicipal Collaboration Framework

2025-07-10-1291 MOVED by Councillor Schultz to direct administration on the

> preparation of the ICF jointly with the Town of Strathmore, Village of Hussar, Rockyford and Standard, involved in both elected officials and

staff.

CARRIED

Councillor Schultz gives a 10 minute recess at 9:06pm

Return at 9:17pm

COMMITTEE REPORTS

COMMITTEE REPORTS

Les Schultz - No Report

Coralee Schindel - No Report

Tim Frank

Solid Waste

The Drumheller and District Solid Waste Association met June 13th, 2025. General Housekeeping and ongoing issues discussed. DDSWMA received an indepth report from Tetra Tech which has provided some very detailed reading. The Town of Drumheller received a Refuse Disposal Permit in 1971 for a Sanitary Landfill. Established in 1972 the landfill started operations as a Class 11 Landfill receiving non-hazardous municipal and commercial waste. The landfill receives approximately 40,000 metric tons of municipal, industrial and commercial waste per year. The landfill site encompasses an area of approximately 129 hectares, with DDSWMA owning an additional 125 hectares of land. The facility included recycling facilities and storage areas to manage electronic waste, metal, white goods, tires, paint, household hazardous waste, used oil, pesticide containers. Also a treatment facility for hydrocarbon impacted soils, a reusable concrete stockpile, a rubble pile and gravel stockpile. The site includes 2 stormwater ponds, and 2 evaporation pits, one for sump waste and the other for mud water slurries. Stage 1 of the landfill was closed around 20 years ago, and the current active face of the

VILLAGE OF HUSSAR REGULAR COUNCIL MEETING MINUTES

Thursday, July 10, 2025

landfill is located in stage 2. DDSWMA is currently working on fine tuning our
data collection for the EPR.
Fire Association
The Hussar Fire Association – Nothing to Report
SAWEA
SAWEA Nothing to report.
Cemetery Board
Cemetery watering commenced June 1st, with watering happening every
second day. No issues so far.
Wheatland Regional Corporation
WRC met June 18 th . Discussion items centered around possible inclusion of
WRC into the proposed Standard Solar initiative. Administration to study
impacts on WRC operations and finances. More info will be forthcoming for a
special meeting to be announced. Operations proceeding normally.
MOVED by Councillor Schultz to enter Councillor Frank's Committee
Reports into the record to be added into the minutes.
CARRIED
CAO, PW, TSG WATER SERVICES REPORT
MOVED by Councillor Schultz to accept the CAO, PW, and TSG Water

CORRESPONDENCE

2025-07-10-1293

2025-07-10-1292

CAO, PW, TSG WATER SERVICES

REPORT

CORRESPONDENCE

Services Report as presented.

The following Correspondence was discussed;

- a) Municipal Affairs Pre-Election Disclosures
- b) Bill 50 Joint Use and Planning Agreements Regulations
- c) Feedback on School Site Ownership
- d) Protection of Privacy Act (POPA)

2025-07-10-1294

Mayor

MOVED by Councillor Schultz to accept the correspondence as information.

Chief Administrative Officer

CARRIED

CARRIED

ADJOURNMENT Adjournment

Councillor Schultz adjourns the meeting at 9:42 pm

These minutes approved this	day of	·
	_	2
Les Schultz	Elizabeth Santerre	

VILLAGE OF HUSSAR SPECIAL COUNCIL MEETING MINUTES Thursday, July 24, 2025

Thursday, July 24, 2025, commencing at 7:00 pm

The Special Meeting of the council of the Village of Hussar was held in Council Chambers on

Councillors: Les Schultz, Coralee Schindel, Tim Frank **IN ATTENDANCE** Elizabeth Santerre (CAO) 1 person The meeting was called to order at 7:05 pm CALL TO ORDER **ACCEPTANCE OF AGENDA** 2025-07-24-1295 MOVED by Councillor Schindel to accept the agenda as presented CARRIED **BUSINESS** Old School Site Subdivision 2025-07-24-1296 MOVED by Councillor Schindel to have our CAO proceed with Design "A" as proposed on the Old School Site Subdivision for 6 lots and to bring back to council with updates. CARRIED The meeting was adjourned at 7:27 pm ADJOURNMENT These minutes approved this day of Elizabeth Santerre Les Schultz Chief Administrative Officer Mayor

Village of Hussar

Request for Decision (RFD)

Meeting: Regular Meeting
Meeting Date: August 21, 2025

Title: LUB Bylaw 563-24 - Second Reading
Prepared By: Tracy Woitenko, Senior Planner for PRMS

Agenda Item Number: 5a.

RECOMMENDATION:

1. That Council move to give second reading to the proposed Land Use Bylaw 563-24 and discuss/debate amendments to the bylaw.

BACKGROUND

Pallier Regional Municipal Services (PRMS) and the Village of Hussar have been working on preparing a new Land Use Bylaw since the fall/winter of 2024. The current Land Use Bylaw 543-22 required some substantial updates and therefore a new LUB was prepared.

First reading of the proposed new Land Use Bylaw 563-24 was given on December 12, 2024 (Attachment 1). The public hearing was held on February 13, 2025. There were no attendees at the public hearing and no written submissions were received. Council did ask a few questions of clarification of Administration and PRMS regarding a few of the sections of the draft LUB, such as the fencing regulations.

Second and third reading of the bylaw is recommended to be given prior to the election in case of a change in Council members. In accordance with the Municipal Government Act, if quorum to vote on the bylaw at second or third cannot be achieved by those Council members in attendance at the public hearing, the bylaw must be refused and the bylaw approval process must re-start with the new members of Council.

The process for giving second and third reading of a bylaw must include Council opening with a motion for second reading of the proposed Land Use Bylaw 563-24. Once the motion is on the floor, then debate and discussion can occur. Councillors can then ask questions of clarification of the Administration and PRMS. This meeting is intended to provide Council the opportunity to ask questions, and to direct Administration/PRMS to prepare motions for amendment to the proposed bylaw.

Amendments to the bylaw <u>must</u> be made during the Council meeting, and only upon a passing vote by Council members. A Councillor will make a motion for amendment and then Council will vote on that amendment. PRMS and Administration will return to the September 11, 2025 meeting with recommended motions to be voted on prior to second reading as directed by Council through motions passed at this August 21 meeting. Administration and PRMS will also prepare motions to correct any clerical errors at the September 11 meeting for Council.

These minor clerical errors will include:

- 1. Section 7.6 Fencing Correct the numbering of the second and subsequent statements to 7.6.2 through to 7.6.5.
- 2. Correcting the spelling of 'Seed Cleaning'.
- 3. Adding the word 'be' in the definition of Patio in Section 2.3.

ALTERNATIVE RECOMMENDATIONS:

Council may give the bylaw second reading as presented.

RELEVANT POLICY / BYLAWS / LEGISLATION:

The Municipal Government Act s.640(1) requires a municipality to adopt a Land Use Bylaw. Section 640 also establishes what a Land Use Bylaw must or may address.

At third reading, Council should also consider approving the draft Telecommunications Structure Policy to be adopted simultaneously, as all statements have been removed from the Land Use Bylaw.

The amendments to the Municipal Development Plan (Bylaw 562-24) should also be considered by Council to ensure consistency in planning documents.

ATTACHMENTS:

1. Bylaw 563-24 (as given first reading)

Village of Hussar

Request for Decision (RFD)

Meeting: Regular Meeting
Meeting Date: August 21, 2025

Title: MDP Amendment Bylaw 562-24 - Second Reading

Prepared By: Tracy Woitenko, Senior Planner for PRMS

Agenda Item Number: 5a.

BACKGROUND

Palliser Regional Municipal Services (PRMS) prepared a bylaw to amend the Hussar Municipal Development Plan which was given first reading on December 12, 2024. The purpose of the MDP amendment is to include the recently annexed lands into the Village's planning documents, primarily by amending the MDP maps.

The public hearing for Bylaw 562-24 was held on February 13, 2025. There were no attendees at the public hearing and no written submissions were received. Council did ask a few questions of clarification of Administration and PRMS regarding a few of the maps, specifically regarding the Future Land Use Map and some of the classifications and how they were applied to existing lands in the Village.

ALTERNATIVE RECOMMENDATIONS:

Council may further amend the Municipal Development Plan than the amendments included in the proposed Bylaw 562-24. Council may also defeat the bylaw at second or third reading.

RELEVANT POLICY / BYLAWS / LEGISLATION:

The Municipal Government Act s.632(1) requires a municipality to adopt a Municipal Development Plan. Section 632(3) also establishes what a Municipal Development Plan must or may address.

ATTACHMENTS:

1. Bylaw 562-24 (as given first reading)

RECOMMENDATION:

1. That Council give second and third reading to the proposed Municipal Development Plan amendment Bylaw 562-24.

VILLAGE OF HUSSAR LAND USE BYLAW 563-24 DRAFT

Adopted xx, 2025





VILLAGE OF HUSSAR BYLAW NUMBER # 563-24

BEING A BYLAW OF THE VILLAGE OF HUSSAR IN THE PROVINCE OF ALBERTA TO ESTABLISH A NEW LAND USE BYLAW

WHEREAS pursuant to the provisions of Section 640(1) of the *Municipal Government Act, RSA, Chapter M-26* as amended, the Council of a Municipality must, by Bylaw, adopt a land use bylaw;

AND WHEREAS Council has undertaken a major review of the Land Use Bylaw 543-22;

AND WHEREAS Council, having considered at a public hearing the concerns of persons claiming to be affected by the land use bylaw, believes that a new land use bylaw should be enacted to achieve the orderly, economical and beneficial use of land in the municipality;

NOW THEREFORE, the Council of the Village of Hussar in the province of Alberta, duly assembled, enacts as follows:

- 1. This Bylaw shall be known as "The Village of Hussar Land Use Bylaw".
- 2. The Village of Hussar Land Use Bylaw being Schedule "A" as attached to and forming part of this Bylaw is hereby adopted.
- 3. Bylaw 543-22 and all amendments are hereby repealed.
- 4. This Bylaw takes effect on the date of the third and final reading.

MAYOR OFFICER	CHIEF ADMINISTRATIVE
READ A THIRD TIME AND PASSED THIS _	DAY OF, 2025.
READ A SECOND TIME THIS DAY OF	F, 2025.
READ A FIRST TIME THIS 12th DAY OF DE	ECEMBER, 2024.

OFFICE CONSOLIDATION

This document is a consolidation of Land Use Bylaw 563-24 with one or more revising and amending bylaws. Anyone making use of this consolidation is reminded that it has no legislative sanction. Amendments have been included for convenience of reference only. The approved bylaws should be consulted for all purposes of interpreting and applying the law.

Bylaws included in this consolidation:

Bylaw No.	Affected Section	Description	Date

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1 PURPOSE AND APPLICATION OF THE LAND USE BYLAW

1.1 TITLE

1.1.1 The title of this Bylaw shall be the Village of Hussar Land Use Bylaw.

1.2 PURPOSE

- 1.2.1 The purpose of this Bylaw is to regulate and control or to prohibit the uses and development of land and buildings within the Municipality to achieve fair, orderly, and economic development of land as well as to:
 - (a) divide the Municipality into districts;
 - (b) prescribe and regulate for each district, the intent and purpose for which land or buildings may be used;
 - establish a method of making decisions on applications for Development Permits including the issuing of Development Permits;
 - (d) establish a method of making decisions on applications for Subdivision Approval and the issuing of a decision; and
 - (e) prescribe the procedure to notify owners of land likely to be affected by the issuance of a Development Permit.

1.3 APPLICATION

- 1.3.1 This Bylaw shall apply to the whole of the Village of Hussar, being all lands contained within its boundaries.
- 1.3.2 No person shall commence any development within the Village of Hussar except in conformity with this Bylaw.
- 1.3.3 Compliance with the requirements of this Bylaw does not exempt any person from the requirements of any adopted statutory plan, including the Municipal Development Plan, and any applicable Intermunicipal Development Plans and Area Structure/Redevelopment Plans.



2 INTERPRETATION OF THE LAND USE BYLAW

2.1 RULES OF INTERPRETATION

- 2.1.1 Unless otherwise required by the context, words used in the present tense include the future tense; and the word person includes a corporation as well as an individual. The Alberta Interpretation Act shall be used in interpretation. Words have the same meaning whether they are capitalized or not. Gender specific terms shall be taken to mean any gender.
- 2.1.2 The words "shall" and "must" require mandatory compliance except where a variance or relaxation has been granted pursuant to the *Act* or this Bylaw. "May" means a choice is available, with no particular direction or guidance intended.
- 2.1.3 Where a regulation involves two or more conditions or provisions connected by the conjunction "and" means all the connected items shall apply in combination; "or" indicates that the connected items may apply singly; and "and/or" indicates the items may apply singly or in combination.
- 2.1.4 The written regulations take precedence over any diagrams if there is a perceived conflict.
- 2.1.5 The Land Use District Map (Found in Part 9) takes precedence over any diagram in the district regulations if there is an apparent conflict.

2.2 DISTRICT BOUNDARIES

- 2.2.1 Where a boundary is shown as approximately following the Municipal boundary, it follows the Municipal Boundary.
- 2.2.2 Where a boundary is shown as approximately following a property line, it follows the property line.
- 2.2.3 Where a boundary is shown as approximately following a topographic contour line or a top-of-bank line it follows that line. In the event of change of the topographic line, it shall move with that line.
- 2.2.4 Where a boundary is shown as being parallel to or as an extension of any of the features listed above, it shall be so.
- 2.2.5 In circumstances not covered above, the boundary shall be determined by a resolution of Council.

2.2.5 When any public roadway is closed, the roadway lands have the same district as the abutting land. When abutting lands are governed by different districts, the centre of roadway is the district boundary unless the district boundary is shown clearly following the edge of the roadway. If the roadway is consolidated with an adjoining parcel, the parcel's district designation applies to affected portions of the roadway.

2.3 DEFINITIONS

- 2.3.1 Words and terms used in this Bylaw shall have the same meaning as given to them in the Municipal Government Act, Revised Statutes of Alberta, 2000, Ch. M-26, as amended, unless otherwise defined in this section.
- 2.3.2 When no definition is provided in the Municipal Government Act, the Alberta Interpretation Act or this Bylaw, Webster's New Collegiate Dictionary shall be used.

TERM	DEFINITION
A	
ABATTOIR	means the use of land or buildings as a facility for the slaughtering of animals and the processing of meat products
ABUT or ABUTTING	means immediately contiguous to, or physically touching, and when used with respect to a lot or a site, means that the lot or site physically touches another lot, site, or development, and shares a property line or boundary line with it.
ACCESSORY BUILDING OR STRUCTURE	means a building or structure, the use of which is incidental or subordinate to the use of the principal building which is located on the same parcel. A structure which is attached to the principal building by a roof, a floor or a foundation is not an accessory building, it is to be considered part of the principal building. Examples include, but are not limited to, sheds, greenhouses detached garages, and gazebos.
ACCESSORY USE	means the use which, in the opinion of the Development Officer, is subordinate or incidental to the principal building or use located on the same site or the purpose and intent of the Land Use District in which the use is proposed.
ACCESSORY BUILDING – FABRIC COVERED	means a building or structure that is related to, but is incidental or subordinate to, the use of the principal building located on the same parcel. An Accessory Building - Fabric Covered is designed by virtue of easy assembly and dismantling, commercially constructed of metal or synthetic tube and fabric, plastic or similar materials, and covered with waterproof sheeting, synthetic sheeting or plastic film.

ACCESSORY BUILDING – SHIPPING CONTAINER	means where a shipping container is used to accommodate an accessory use that is related to, but is incidental or subordinate to, the principal use of the parcel.
АСТ	means the Municipal Government Act, Revised Statues of Alberta 2000, Ch. M-26, as amended, and any parallel or successor legislation.
ADJACENT	means land that is contiguous to the parcel of land proposed for development, subdivision or re-designation and includes land that would be contiguous if not for a highway, street, road, river, or stream.
AGRICULTURAL SUPPLY DEPOT	means a facility for the purpose of supplying goods, materials, and/or services that support agricultural uses, whether retail, wholesale, or in bulk. This shall include such goods and services as sale and storage of seeds, feeds, fertilizers, chemical products, fuels, lubricants, parts or the rental, sale, repair and servicing of farm machinery and equipment but does not include the buying or selling of farm produce or animals.
AMUSEMENT CENTRE	means a facility or establishment that provides amusement, entertainment, or games through the use of any coin or token operated machine or device. The machine or device may be mechanical, electrical, or electronic.
APPEAL BODY	means the board hearing a subdivision or development permit appeal in accordance with the Act.
ART AND CRAFT STUDIOS	means development used for the purpose of small scale, on-site production of goods by hand or manufacturing primarily involving the use of hand tools. Typical uses include pottery, ceramic and sculpture studios, jewelry and toy manufacturing and artist studios.
AUTO BODY AND PAINT SHOP	means premises where the bodies, but not other parts, of motor vehicles are repaired and where motor vehicle bodies and other metal machine components or articles may be painted.
AUTOMOTIVE REPAIR AND SERVICE	means a use for the servicing and repair of motor vehicles within a building, excluding an auto body and paint shop, and includes such facilities as alignment shops, muffler shops, transmission repair shops, rustproofing, brake shops and other similar uses.
AUTOMOTIVE SALES	means a use where motor vehicles are sold or leased, where vehicles are stored or displayed and may have a building for administrative functions associated with the use.
AVERAGE GRADE	means the average elevation at the mid-point along the front parcel line and the finished ground elevation at the rear of the building. *See "Building Height" definition for diagram

В	
BALCONY	means a projecting platform on a building, which is enclosed by a railing and is greater than 0.6 m above grade. It may be cantilevered from the building or supported from below.
ВАҮ	means a self-contained unit of part of a building, or of the whole building, which can be sold or leased for individual occupancy.
BARELAND CONDOMINIUM	means land that is situated within a parcel and is a unit in a bareland condominium plan or a proposed bareland condominium plan.
BASEMENT	means that portion of a building or structure which is wholly or partially below grade and has no more than 1.8 m of its clear height above grade and lies below the finished level of the floor directly above. A basement does not constitute a storey for the purpose of this Bylaw.
BED AND BREAKFAST	means a principal dwelling where sleeping accommodation, with or without light meals, is provided to members of the travelling public for remuneration.
BUFFER	means a row of trees, shrubs, earth berm, or fencing to provide visual screening and separation between sites and districts.
BUILDING	means a roofed structure with solid exterior walls and which is used or intended to be used as a shelter for persons, animals, equipment, or goods and services.
BUILDING HEIGHT	means the vertical distance measured from the average grade and the highest point of a building, excluding a roof, stairway entrance, elevator shaft, ventilating fan, skylight, steeple, chimney, smoke stack, fire wall or parapet, flagpole, antenna structures or similar devices not structurally essential to the building.

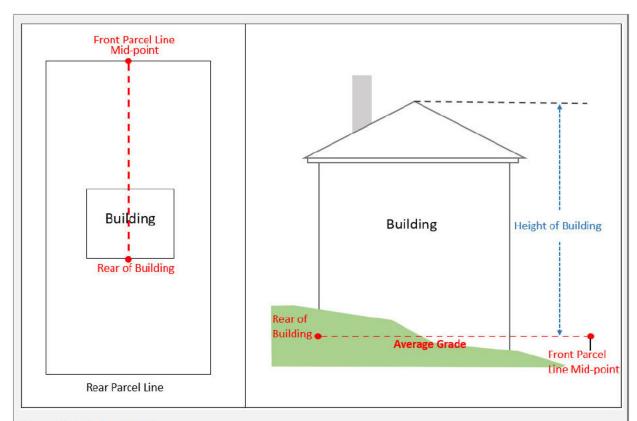


Figure 1: Building Height

BUILDING PERMIT	means a permit or document issued in writing by a designated Safety Code Officer within the building discipline pursuant to the Safety Codes Act authorizing the commencement of a use, occupancy, relocation, construction, or demolition of any building.
BUILDING SUPPLY CENTRE	means a commercial, retail store where building materials, household accessories and other related goods are stored, offered, or kept for sale and may include outside storage.
BULK FUEL STORAGE AND DISTRIBUTION	means a development for the purpose of storing natural gas and petroleum products for distribution to customers. Total water capacity for storage of liquefied petroleum gases in above ground tanks must exceed 7570 L (2000 U.S. gals).
BUS TERMINAL	means where transport vehicles load or unload passengers or goods.

С	
CAMPGROUND	means a recreational development for the purpose of providing short term or occasional accommodation for recreational vehicles or tents. A campground is not construed to mean a development for the purpose of accommodating long term (e.g. longer than twenty-one (21) consecutive days) permanent occupancy. The duration does not apply to summer work crews utilizing the campground facilities.
CANNABIS RETAIL STORE	means a use where Cannabis is sold for consumption off the premises and may include the retail sale or rental of merchandise. Cannabis Retail Stores offer cannabis for sale from a federally approved and licensed facility and has been licensed to operate by the Alberta Government.
CANOPY	means a non-retractable solid projection extending from the wall of the building intended to be used as a protection against weather, other than normal architectural features such as lintels, sills, mounding, architraves, and pediments, but includes the structure known as the theatre marquee.
CAR WASH	means a facility for the washing, cleaning, or polishing of motor vehicles. Processes whereby the exterior and upholstery of the vehicles is treated to enhance and protect its cosmetic appearance may also be carried out at such a facility. This process may include, but is not limited to, undercoating, rustproofing, and protecting the paint of the vehicle against rock chips.
CARE FACILITY	means a use where a public or private facility provides for the care, supervision or rehabilitation of individuals, or for palliative and end-of-life-care, containing overnight accommodation and operated in accordance with any relevant legislation or regulations of the Province of Alberta. Units within a care facility may, at the discretion of the Development Authority, be considered both long-term care units or dwelling units as these may be for permanent residences for the occupants.
CEMETERY	means land that is set apart or land that is used for the burial of human or animal remains. Typical uses are memorial parks and burial grounds.
CHILD CARE FACILITIES	means those facilities used for the supervision and care of children and includes day care, kindergarten, and nursery schools.
CLINIC	means a public or private medical, surgical, physiotherapeutic, or other human health clinic regularly staffed by practicing physicians, dentists, chiropractors, massage therapists or other qualified medical practitioners.

COMMUNICATION STRUCTURES OR COMMUNICATION TOWER	means a structure designed to support antennas for telecommunications and broadcasting and may include television, cellular phone, or wireless internet or radio signals. Communication towers are regulated by Innovation, Science and Economic Development however municipal consultation is required and considerations respected.
COMMUNITY RECREATIONAL FACILITY	means facility that is available to the public for sports and recreational activities conducted indoors and/or outdoors. Typical uses include indoor/outdoor swimming pools, hockey rinks, gymnasiums, sports fields, outdoor tennis courts, unenclosed ice surfaces or rinks, athletic fields, bowling greens, riding stables and fitness trails. These facilities may be publicly or privately owned and/or operated.
CONDOMINIUM	means a condominium plan registered in a Land Titles Office that complies with the requirement of the Alberta Condominium Property Act.
CONVENIENCE STORE	means a use where a limited range of household goods and groceries are stocked and sold in small neighbourhood retail stores. This does not include a Cannabis Retail Store.
CORNER LOT	means a lot situated at the intersection of two or more roads, or at the intersection of two parts of the same road which parts have an intersection of not more than 135 degrees.
COUNCIL	means the duly elected Council of the Village of Hussar.
CULTURAL ESTABLISHMENT	means a development which is available to the public for the purpose of assembly, instruction, cultural or community activity and include such things as a library, museum, art gallery, community halls and similar activities. Religious institutions are not included in this category.
D	
DECK	means an open-sided platform adjoining a building and the height of which is greater than 0.6 m (2 ft) from grade.
DENSITY	means a measure of development intensity expressed as a ratio of either the number of dwelling units to lot area or number of people to lot area.

DEMOLITION	means the tearing down, wrecking, destroying, or removal of a building and is deemed to be a form of development. This can include a partial building demolition as well as reducing a building to its foundation and rebuilding
DESIGNATED OFFICER(S)	means a position established by bylaw whereby Council has delegated powers, duties, and/or functions.
DEVELOPMENT	means: (a) a building or an addition to, or replacement or repair of a building and the construction or placing in, on, over or under land of any of them; (b) a change of use of land or a building or an act done in relation to land or a building that results in, or is likely to result in, a change in the use of the land or building; or
	(c) a change in the intensity of use of land or a building or an act done in relation to land or a building that results in, or is likely to result in, a change in the intensity of use of the land or building.
DEVELOPMENT AUTHORITY	means a person, or persons, appointed as the Development Authority by Bylaw.
DEVELOPMENT COMMENCEMENT	means the moment construction is started on site (e.g. excavation) or the land use has begun for the purposes of the Development Permit application.
DEVELOPMENT COMPLETION	means the moment the required building and or Development Permit conditions and requirements have been met for the purposes of the Development Permit application and/or the final inspection reports have been received (if required for the project).
DEVELOPMENT IMPACT ASSESSMENT (DIA)	means a statement prepared by a professional with expertise in environmental conditions on the effect a development proposal and other major actions would significantly have on the environment.
DEVELOPMENT OFFICER	means a person, or persons, appointed as a Development Officer pursuant to this Land Use Bylaw.
DEVELOPMENT PERMIT	means a document authorizing a development, issued by a Development Officer, pursuant to this Bylaw, and includes the plans and conditions of approval.

DISCRETIONARY USE	means a use of land or of a building which is listed in the section captioned "Discretionary Uses" within the applicable Land Use District for which a Development Permit may be issued, with or without conditions, by the Development Authority.
DRINKING ESTABLISHMENT	means an establishment licensed by the Alberta Gaming, Liquor and Cannabis where the principal function is the serving of alcoholic beverages for on-site consumption.
DWELLING, ACCESSORY RESIDENTIAL	means a self-contained residential dwelling unit that is subordinate to and under one title with the principal commercial or industrial use.
DWELLING, APARTMENT	means a use where a building designed for residential use contains three (3) or more Dwelling Units with a shared or common entrance.
DWELLING, ATTACHED HOUSING	means a use where a building designed for residential use consists of three (3) or more Dwelling Units, each of which has an individual entrance to the outdoors. This includes rowhouses, townhouses, triplexes and fourplexes.
DWELLING, BACKYARD SUITE	means a dwelling unit in a building that is detached from principal dwelling, such as a detached garage suite or garden suite. Backyard suite
DWELLING, DUPLEX	means a building containing two dwelling units, one above the other or side by side.
DWELLING, MANUFACTURED	means a use where a transportable, single or multiple section building conforming to CSA standards that contains a Dwelling Unit and when placed on a permanent foundation is ready for residential use and occupancy. A Manufactured Dwelling includes such styles known as modular homes, manufactured homes and Ready to Move (RTM) Homes.

DWELLING, SECONDARY means a self-contained dwelling unit with a separate entrance from SUITE the outside that is accessory to and located within a principal dwelling unit and may be in the form of below grade development, such as a basement suite, or above grade development such as second floor suite, attached garage suite or other similar selfcontained dwelling unit within a principal dwelling unit. Secondary suite m m **DWELLING, SINGLE** means a building which contains only one principal dwelling unit and, DETACHED except as otherwise allowed in this Bylaw, is used for no other purpose. **DWELLING UNIT** means a set or a suite or rooms operated as a house keeping unit, used or intended to be used as a domicile which contains: cooking, (a) (b) sleeping, sanitary facilities, and (c) (d) has a separate entrance controlled by the person(s) occupying the unit. Е **EASEMENT** means a right to use land generally for access to other property or as a right-of-way for a public utility in accordance with the Land Titles Act. EATING ESTABLISHMENT means an establishment where food and beverages are prepared and

served on the premises for sale to the public and includes, but are not limited to restaurants, delicatessens, cafeterias, bakeries, cafes, and

tea rooms.

EQUIPMENT RENTAL SHOP	means a development for the rental of tools, appliances, office machines, light construction equipment or similar items but not the rental of motor vehicles.
EXISTING	means existing as of the effective date of this Bylaw.
EXTENSIVE AGRICULTURE	means systems of tillage and animal husbandry through which one may gain livelihood from large areas of land by the raising of crops or the rearing of livestock, either separately or in conjunction with one another in unified operations, and includes buildings and other structures incidental to the operation.
F	
FABRIC COVERED BUILDING	means a metal or wood-framed, fabric-membrane pre-engineered building for temporary or permanent industrial, commercial, and agricultural applications including warehouses, equipment storage, manufacturing facilities, barns, stables, arenas, and event centres.
FENCE	means a vertical physical barrier constructed out of typical building material to prevent visual or unauthorized access or both.
FIRE SEPARATION	means a construction assembly that acts as a barrier against the spread of fire and may be required to have a fire resistance rating.
FIRE WALL	means a type of fire separation of non-combustible construction which subdivides a building or separates adjoining buildings to resist the spread of fire, and which has a fire resistance rating. Fire wall construction must meet all applicable building code requirements.
G	
GAS BAR	means premises used or intended to be used for the sale of gasoline, lubrication oils and associated automotive fluids only.
GRADE	means the geodetic elevation of the existing ground in an undisturbed natural state or an approved design grade as described in a grading plan.
GRAIN ELEVATOR AND SEED CLEARNING	means a building for elevating, storing, discharging, and sometimes processing grain. The use may also include facilities for moving the grain via a variety of transportation alternatives such as rail or trucks.
GROSS FLOOR AREA	means the total floor area of each floor of a building measured to the outside of surface of the exterior walls or, where the buildings are separated by fire walls, to the centre line of the common wall.

Н	
HEAVY MANUFACTURING	means the manufacture of products where all or part of the processes associated with the use are located outside of a building, and which may generate a nuisance beyond the boundary of the parcel.
HOME OCCUPATION, MAJOR	means an accessory use by a resident of a Dwelling Unit or Accessory Building for small-scale business activities that does not adversely affect the residential character of the property and may have limited client visits to the property.
HOME OCCUPATION, MINOR	means an accessory use by a resident of a Dwelling Unit for small-scale business activities that are undetectable from outside the Dwelling Unit and does not adversely affect the residential character of the property, does not require the use of an Accessory Building, and may have limited client visits to the property.
HOTEL or MOTEL	means a building used primarily for sleeping accommodation and ancillary services provided in rooms, or suites of rooms, which may contain bar and/or kitchen facilities. The building may also contain commercial or other uses and may, or may not, offer such additional services as eating and drinking establishments, meeting rooms, personal service shops and managers suite/dwelling accommodation or public convention facilities.
1	
INTENSIVE VEGETATIVE OPERATION	means a system for tillage for the concentrated raising of specialty crops including, but not limited to tree farms, commercial greenhouses, plant nurseries, sod farms, and similar uses.
K	
KENNEL	means an establishment in which domestic animals are boarded overnight for periods greater than 24 hours and where domestic animals could also be housed for the purpose of breeding. This use may also include facilities for the care, grooming of domestic animals.
L	
LANDSCAPED AREA	means an area designed, constructed, and laid out so as to maintain, change or modify the natural features of a site so as to make it attractive and desirable by the use of grass, trees, shrubs, ornamental planting, hedges, fencing and walks.

LANDSCAPING	means the modification and enhancement of a site through the use of any or all of the following elements:
	(a) soft landscaping consisting of vegetation such as trees, shrubs, hedges, grass, and ground cover; or
	(b) hard landscaping consisting of non-vegetative materials such as brick, stone, concrete, tile, and wood.
LANE	means a public thoroughfare usually less than 10 m (32.8 ft) wide which provides a secondary means of access to a site or sites parcel or parcels.
LIGHT MANUFACTURING	means the assembly or packaging of articles from previously prepared materials but does not include uses which may be obnoxious by reason of emission of odors, dust, noise, smoke, or vibrations.
LIQUOR STORE	means a use where alcoholic beverages are sold for consumption from a retail outlet premises that has been licensed by the Alberta Gaming, Liquor and Cannabis.
LOADING SPACE	means a space for parking a vehicle while being loaded or unloaded.
LOT	means a lot as defined in the Act, Part 17, Section 616, which is defined as:
	(a) a quarter section,
	(b) a river lot shown on an official plan, as defined in the Surveys Act, that is filed or lodged in a land titles office,
	(c) a settlement lot shown on an official plan, as defined in the Surveys Act, that is filed or lodged in a land titles office,
	(d) a part of a parcel of land described in a certificate of title if the boundaries of the part are described in the certificate of title other than by reference to a legal subdivision, or
	(e) a part of a parcel of land described in a certificate of title if the boundaries of the part are described in a certificate of title by reference to a plan of subdivision.
	Also see the related definition for a Parcel.
M	
MUNICIPALITY	means the Municipal Corporation of the Village of Hussar and where the context requires, means the area of land contained within the boundaries of the Municipality's corporate limits at the time of adoption of this Bylaw, or as included by any subsequent annexation.

MUNICIPAL PLANNING COMMISSION (MPC)	means the Village of Hussar Municipal Planning Commission established by Bylaw pursuant to the Act.
N	
NATURAL RESOURCE EXTRACTIVE INDUSTRIES	means industries engaged in the extraction of natural resources such as timber, clay, sand, gravel, limestone, shale, coal, and other minerals including petroleum and natural gas which may include bringing these together with other elements such as power or water into integrated processes for the purpose of primary treatment into a marketable form of the resource being extracted.
NON-CONFORMING BUILDING	means a building that is lawfully constructed or lawfully under construction at the date a Land Use Bylaw affecting the building or the land on which the building is situated becomes effective and that on the date the Land Use Bylaw becomes effective does not, or when fully constructed will not, comply with the Land Use Bylaw.
NON-CONFORMING USE	means a lawful, specific use being made of land or a building, or intended to be made of a building lawfully under construction at the date a Land Use Bylaw affecting the land or building becomes effective and that on the date the Land Use Bylaw becomes effective does not, or in the case of a building under construction will not, comply with the Land Use Bylaw.
O	
OCCUPANCY	means the utilization of a building or land for the use of which it was approved.
OFFICES	means a facility for the provision of professional, management, administrative, consulting, and financial services such as offices for clerical, secretarial, employment, telephone answering and similar office support services, offices of lawyers or accountants, banks or other financial institutions, and offices for real estate and insurance firms. Clinics are not included in this category.
Р	
PARAPET	means a low wall or railing to protect the edge of a roof.
PARCEL	means the aggregate of one or more lots described in a Certificate of Title or by reference to a plan filed or registered in the Land Titles Offices.

PARCEL AREA	means the total area of land within the parcel.
PARCEL, CORNER	means a parcel situated at the intersection of two or more roads, or at the intersection of two parts of the same road which parts have an intersection of not more than 135 degrees.
PARCEL COVERAGE	means the percentage of the parcel area covered by the area of all buildings including Accessory Buildings, and excludes balconies, bay windows, canopies, shade projections, cornices, eaves and gutters, roof overhangs, fire escapes, sills, stairways and landings, patios and decks or similar projections.
PARCEL LINE	means a legal boundary line of a parcel.
PARCEL LINE, FRONT	means the shortest parcel line that abuts a road unless otherwise determined by the Development Authority in accordance with this Bylaw.
PARCEL LINE, EXTERIOR SIDE	means a property line, other than the front parcel line, which abuts a road.
PARCEL LINE, INTERIOR SIDE	means a property line other than a front parcel line or rear parcel line, which abuts another parcel or a lane.
PARCEL LINE, REAR	means the parcel line which is opposite to and is not connected to the front parcel line, excepting in the case for a reverse corner lot where the rear parcel line is opposite to the exterior side parcel line.
PARCEL WIDTH	means the average horizontal distance between two side parcel lines.
PARKING LOT	means an area of cleared land dedicated to the parking of vehicles, and usually provided with a durable or semi-durable surface.
PATIO	means a platform, the height of which may up to but does not exceed 0.6 m (3 ft) from grade, that may or may not be attached to a building.
PERMITTED USE	means the use of land or a building which is listed in the section captioned "Permitted Uses" within the applicable Land Use District for which a Development Permit shall be issued by the Development Authority upon the development meeting all requirements of this Bylaw. The Development Authority may impose such conditions necessary to ensure compliance with the requirements of the Bylaw.

PERSONAL SERVICE SHOP	means a development used for the provision of personal services to an individual which are related to the care and appearance of the body or the cleaning and repair of personal effects. This use class includes but is not limited to such uses as photography studios, tailors, dry cleaning establishments and hair and nail studios.
PET CARE SERVICES	means a use where small animals are washed, groomed, trained, or boarded (day care) during the day, and may include the incidental sale of products related to the services provided. This does not include the overnight stay of pets.
PRINCIPAL BUILDING	means a building that, in the opinion of the Development Officer occupies the major or the central portion of the site, is the main building on the site and constitutes by reason of its use, the primary purpose for which the site is used.
PRINCIPAL USE	means a use of a site or building which in the opinion of the Development Authority constitutes the primary purpose for which the site is used.
PROPERTY LINE	means the legal boundary of a parcel or lot.
PUBLIC BUILDING	means buildings and facilities owned or operated by, or for, the Municipality, the Provincial Government, the Federal Government or a corporation under federal or provincial statute for the purpose of furnishing services or commodities to, or for the use of, the inhabitants of the municipality.
PUBLIC UTILITY	means a system or works used to provide one or more of the following for public consumption, benefit, convenience, or use: (a) waterworks; (b) sewage disposal; (c) public transportation operated by, or on behalf of, the municipality; (d) irrigation; (e) drainage; (f) fuel; (g) electric power; (h) heat; and (i) waste management (excluding a Waste Transfer Station); and includes the thing that is provided for public consumption, benefit, convenience, or use.

R	
RECREATIONAL VEHICLE	means a portable structure designed and built to be carried on a vehicle, or a unit designed and built to be transported on its own wheels, to provide temporary living accommodation for travel and recreational purpose and includes, but is not limited to, such vehicles as a motor home, camper, holiday (travel) trailer and a tent trailer, but does not include a mobile home. "Holiday trailer" or "travel trailer" have a corresponding meaning.
REGULATION	means the Matters Related to Subdivision and Development Regulation AR84/2022 as amended, and any parallel or successor legislation.
RENEWABLE ENERGY	means a system:
SYSTEM	(a) that produces electrical power or heat to be used for the on- site consumption requirements by means such as, but not limited to, active and passive solar collectors, photovoltaic solar panels, geothermal energy or heat exchange systems;
	(b) that may be connected or disconnected from the electrical grid in accordance with the requirements of the appropriate authority; and
	(c) may provide residual power to the grid but is not intended to produce power primarily for resale.
RETAIL STORE	means a building where goods, wares, merchandise, substances, articles, or things are stored, offered, or kept for sale at retail prices and includes storage on, or about, the store premises of limited quantities of such goods, wares, merchandise, substances, articles, or things sufficient to service such store but does not include any retail outlet otherwise listed or defined in this Bylaw.
REVERSE CORNER LOT	means a residential corner lot where the front façade of the Dwelling Unit is oriented towards the longest property line which abuts a road which is considered the front parcel line. The exterior side parcel line of a reversed corner lot is the shorter property line which abuts a road.
ROAD	means any public road, including the boulevards, sidewalks and improvements, but excluding a lane, highway or private road.
S	
SCREENING	means a fence, earth berm, or hedge used to visually separate between parcels, districts or uses

SCHOOL	means a premise that involves public assembly for education, training, or instruction purposes, and includes the administration offices required for the provision of such services on the same site. This includes but is not limited to a public school, a separate school, or a technical school, their administrative offices and school bus parking. This use may also include outdoor recreational uses typically associated with an educational facility such as a track or outdoor courts.
SETBACK	means the minimum distance between a building, structure, or use, or from each of the respective parcel lines, or from a natural boundary or other reference line.
SHIPPING CONTAINER	means a large metal container with suitable strength for the shipping, storage and handling of goods. Shipping containers are also commonly known as sea cans or intermodal containers.
SIGN	means anything that serves to indicate the presence or the existence of something including, but not limited to, a lettered board, structure or trademark displayed, erected, or otherwise developed and used, or intending to identify, advertise or give direction.
SIGN, FASCIA	means a flat sign, plain or illuminated, running parallel for its whole length to the face of the building to which it is attached.
SIGN, FREESTANDING	means a sign supported independently of a building, wall, or structure. It is supported by one or more columns, uprights, or braces in, or upon, grade.
SIGN, PROJECTING	means a sign which projects from a structure or a building face or wall.
SIGN, ROOF	means any sign erected upon, against or above a roof or a parapet of a building.
SIGN, WINDOW	means any sign, either painted on, attached to, or placed inside a window for the purpose of viewing from outside the premises.

CTODACE VADD	
STORAGE YARD	means a use:
	(a) where goods, motor vehicles or equipment are stored when they are not being used and may include long term storage where a fee is paid;
	(b) where the vehicles and equipment stored may also be serviced, cleaned or repaired;
	(c) that may involve the storage of construction materials; and
	(d) that does not involve the storage of any derelict vehicles or derelict equipment;
	(e) that does not involve the production or sale of goods as part of the use; and
	(f) that may have a building for the administrative functions associated with the use.
STOREY	means the space between the top of any floor and the top of the next floor above it, and if there is no floor above it, the portion between the top of the floor and the ceiling above it.
STRUCTURE	means anything constructed or erected with a fixed location on the ground or attached to something having a fixed location on the ground.
SUBDIVISION	means the division of a parcel by an instrument and the word "subdivide" has corresponding meaning.
Т	
TEMPORARY BUILDING OR USE	means a proposed use or building where the intent is to operate the use or structure for a specified period of time, not to exceed one (1) year, unless otherwise approved by the Development Authority in consideration of a use or building that is temporary but has longer term requirements due to the specific use or project.
TRADESMAN'S SHOP	means an establishment for the operation of a trade including, but not limited to, a painter, electrician, upholsterer, printer, and appliance repair shop but does not include establishments which may be obnoxious by reason of emission of odours, dust, smoke, noise, or vibration.
U	

USE, CHANGE OF	means the conversion of land or a building, or portion thereof, from one land use activity to another in accordance with the permitted or discretionary use as listed in each Land Use District.
V	
VETERINARY CLINIC	means a facility for the medical care and treatment of animals, and includes provision for the overnight accommodation. The use of the facility for overnight boarding shall be limited to short time boarding while the animals are awaiting treatment or are recovering from treatment and shall be incidental to the hospital use.
VILLAGE	means the Village of Hussar in the Province of Alberta.
w	
WAREHOUSE or WAREHOUSING	means the use of a building for the storage of materials, products, goods, or merchandise.
WASTE TRANSFER STATION	means a use where solid waste materials are received from collection vehicles and consolidated into larger vehicles for transport to the landfill.
WORSHIP FACILITY	means any facility used for the purpose of spiritual worship. Examples may be, but are not limited to, churches, temples, mosques, and synagogues.
Y	
YARD	means any open space on a parcel, unoccupied and unobstructed and is the distance between the property line to the foundation of the principal building or the exterior finishing materials of an Accessory Building.
YARD, EXTERIOR SIDE	means the area of a parcel extending from the front foundation of the principal building to the rear foundation of the principal building and between the side foundation of the principal building to the exterior side parcel line.
YARD, FRONT	means the area of a parcel extending across the full width of the parcel between the front parcel line and the front foundation of the principal building.

YARD, INTERIOR SIDE	means the area of a parcel extending from the front foundation of the principal building to the rear foundation of the principal building and between the side foundation of the principal building to the interior side parcel line.
YARD, REAR	means the area of a parcel extending across the full width of the parcel between the rear parcel line and the rear foundation of the principal building

Part 3 Administrative Agencies

3 ADMINISTRATIVE AGENCIES

3.1 DEVELOPMENT AUTHORITY - ESTABLISHMENT

The Development Authority shall exercise development powers and perform duties on behalf of the Municipality in accordance with Part 17, Division 3 of the Act and may include:

3.1.1 Development Officer:

The office of the Development Officer is hereby established to act on behalf of Council in those matters delegated by this Bylaw and in such matters as it may instruct from time to time.

3.1.2 Municipal Planning Commission:

The Municipal Planning Commission, established by Bylaw in accordance with the Act, shall perform such duties as are specified in this Bylaw.

3.1.3 Council

Where the context of this Bylaw permits in Direct Control Districts.

3.2 SUBDIVISION AUTHORITY:

The Subdivision Authority, as established by Bylaw, shall perform duties on behalf of the Municipality in accordance with the Municipal Government Act, the Land Use Bylaw, and all relevant Village of Hussar planning documents.

3.3 DEVELOPMENT AUTHORITY – POWERS AND DUTIES

- 3.3.1 The Development Authority must administer this Bylaw and decide upon all Development Permit applications.
- 3.3.2 The types of Development Permit applications a Development Authority may consider are Development Permits for:
 - (a) a permitted use that complies with all requirements of this Bylaw;
 - (b) a permitted use that does not comply with all requirements of this Bylaw;
 - (c) a discretionary use that complies with all requirements of this Bylaw; or
 - (d) a discretionary use that does not comply with all requirements of this Bylaw.

- 3.3.3 The Development Authority must refuse to accept a development permit application where the prescribed fee has not been paid.
- 3.3.4 The Development Authority may refuse to accept a Development Permit application where:
 - (a) the information required in Section 4.3 of this Bylaw is not provided; or
 - (b) the quality of the information provided is inadequate to properly evaluate the application.
- 3.3.5 The Development Authority must make available for inspection, during office hours, all applications and decisions for development permits, subject to any legislation in force restricting availability.
- 3.3.6 The Development Authority must issue the following notices and acknowledgements on development permit applications:
 - (a) notice of complete application;
 - (b) notice of incomplete application;
 - (c) notice of decision;
 - (d) notice of refusal/deemed refusal of an application.
- 3.3.7 The Development Officer shall:
 - (a) receive, consider and decide upon applications for a development permit for those uses listed as a permitted use for the relevant Land Use District and comply with the minimum standards for that district;
 - (b) receive, consider and decide upon applications for Accessory Buildings;
 - (c) receive, consider and decide upon applications for a development permit for those uses listed as a permitted use for the relevant Land Use District which requires a relaxation of any measurable standard up to a maximum of 20% of that requirement;
 - (d) refer, at his or her discretion, a development permit application for comment to those authorities (provincial and regional) where interest or jurisdiction may be affected: and
 - (e) receive and refer, with his or her recommendations to the Municipal Planning Commission for its consideration and decision, applications for a development permit for those uses which have been assigned to it for its consideration and decision; and
 - (f) collect fees according to the schedule approved by resolution of Council.
- 3.3.8 The Municipal Planning Commission shall:
 - (a) decide on applications for development permits for those uses listed as discretionary uses (except for Accessory Buildings);
 - (b) the relocation of buildings, as described in Section 7.14;

- (c) similar uses as described in subsection 4.6.6;
- (d) those uses listed as a permitted use and requires a relaxation of any measurable standard 20% or greater of that requirement.

3.4 SUBDIVISION AUTHORITY – POWERS AND DUTIES

3.4.1 The Subdivision Authority shall:

- (a) keep and maintain for the inspection of the public, copies of all decisions and ensure that copies of same are available to the public;
- (b) keep a register of all applications for subdivision, including the decisions therein and the reasons therefore;
- (c) receive all applications for subdivision including the required application fees and decide upon all applications in accordance with the Regulation and Land Use Bylaw with consideration of all comments received through circulation;
- (d) issue the following notices and acknowledgement on subdivision applications:
 - (i) notice of complete application;
 - (ii) notice of incomplete application;
 - (iii) notice of decision; and
 - (iv) notice of refusal/deemed refusal of an application;
- (e) excepting subdivision applications not requiring circulation under the Act, to circulate applications for subdivision for comments to those authorities and agencies as prescribed within the Regulation and this Land Use Bylaw;
- (f) excepting subdivision applications not requiring circulation under the Act, to circulate applications for subdivision for comments to Wheatland County when the original parcel boundaries are adjacent to the municipal boundary or where an intermunicipal development plan, such as the Village of Hussar & Wheatland County Intermunicipal Development Plan (Bylaw No. 525-20) requires or, at the discretion of the Subdivision Authority, where a subdivision application is not adjacent to the municipal boundary but has potential for land use impacts within Wheatland County;
- (g) prepare, sign and transmit all notices of decision to the relevant agencies in accordance with the Regulation;
- (h) ensure all conditions are complied with prior to endorsement to the satisfaction of the municipality;
- (i) endorse Land Titles instruments to effect the registration of the subdivision of land;
- (j) advise the Council and Municipal Planning Commission on matters relating to the subdivision of land; and

	(k)	appear before the Intermunicipal Subdivision and Development Appeal Board or Land and Property Rights Tribunal where appeals are made on subdivision application decisions.

Part 4 Development Approvals

4 DEVELOPMENT APPLICATION AND APPROVAL PROCESS

4.1 DEVELOPMENT PERMITS REQUIRED

4.1.1 No development other than those designated in Section 4.2 below shall be undertaken within the Municipality unless an application for it has been approved and a Development Permit has been issued.

4.2 DEVELOPMENT PERMITS NOT REQUIRED

- 4.2.1 This section does not negate the requirement of an applicant to obtain all required permits, as applicable, under the Safety Codes Act or any other provincial or federal statute.
- 4.2.2 The following developments shall not require a development permit:
 - (a) any use or development exempted under section 618(1) of the Act;
 - (b) any use or development exempted by the Lieutenant Governor in Council pursuant to Section 618(4) of the Act;
 - (c) the completion and use of a building which was lawfully under construction at the date this Bylaw came into effect provided the building is completed in accordance with the terms and conditions of any development permit granted;
 - (d) the completion of a building that did not require a development permit under the previous land use bylaw which was lawfully under construction provided the building is completed within twelve (12) months from the date this Bylaw came into effect;
 - (e) an official notice, sign, placard or bulletin required to be displayed pursuant of federal, provincial or municipal legislation; and
 - (f) the use of a building or part thereof for a federal, provincial or municipal election, referendum or plebiscite.
- 4.2.3 A Development Permit is not required in respect of the following developments, but <u>such</u> developments shall comply with all relevant provisions of this Bylaw:
 - (a) works of maintenance, repair, or alternation, on a structure or a building, both internal and external, if in the opinion the Development Officer, such work:
 - (i) does not include structural alterations; and

- (ii) does not change the use or intensity of the use of the structure.
- (b) the temporary placement, erection or installation of machinery or a building needed in connection with construction of a development for which a Development Permit has been issued, for the period of the construction;
- (c) the construction and maintenance of that part of a public utility placed in or upon a road or easement;
- (d) the use by the Municipality of land which the Municipality is the legal or equitable owner for a purpose approved by a simple majority vote of Council in connection with any public building, facility or installation by the Municipality;
- (e) Signs;
- (f) the construction, maintenance and repair of private walkways, private pathways, private driveways and similar works;
- (g) the construction or installation of public roadways, walkway, utilities or grading of the site or removal, or stockpiling of soil, when a development agreement has been signed as a condition of subdivision approval;
- (h) Communication Structures;
- (i) the erection, construction or replacement of one (1) Accessory Building per parcel, which does not exceed 13.5 m2 (145 ft2) in gross floor area and 2.5 m (8.2 ft) in height when listed as a permitted use within a residential district;
- the erection or construction or maintenance of fences, gates, walls or other means of enclosure less than 1.2 m (4 ft) in height in a front yard and less than 2 m (6.56 ft) in height in a side or rear yard;
- (k) demolition of a building; and
- (I) renewable energy systems.

4.3 APPLICATION REQUIREMENTS

- 4.3.1 An application for a Development Permit shall be submitted in writing using the prescribed form, accompanied by prescribed development permit fee and application submission requirements, including:
 - (a) authorization of the registered landowner;
 - (b) a site plan, drawn to scale, showing the following:
 - (i) legal description and north arrow;
 - (ii) area and dimensions of the parcel boundaries including the required front, rear and side yards if any;
 - (iii) existing and proposed easements and rights-of-ways, including dimensions

- and type of easements, if applicable;
- (iv) the location and dimensions of all existing and proposed buildings, structures, or uses on the parcel and the measured distance to property line;
- (v) existing and proposed road and lanes that provide access and egress to and from the development;
- (vi) any provision for off-street parking stalls and loading stalls;
- (c) statement or site plan of existing and proposed public Utility services (i.e. on-site or municipal)
- (d) the estimated commencement and completion dates;
- (e) the presence of abandoned oil and gas wells.
- 4.3.2 In addition to the information required under Section 4.3.1, the Development Authority may also require additional information in order to assess the conforming of a proposed development with this Bylaw. Such information may include, but it not limited to:
 - (a) current copy of certificate of title, and copies of any restricted covenants, utility rights-of-way, easements or Village of Hussar caveats registered on title;
 - (b) floor plans, elevations and section drawings;
 - (c) written rationale supporting any requested variances;
 - (d) samples or representations of exterior building materials and colors;
 - (e) stormwater management, grading or landscaping plans, prepared by a qualified professional;
 - (f) in the case of the placement of an already constructed or partially constructed building to be relocated to the parcel, information relating to the age and condition of the building;
 - (g) garbage and storage areas and the fencing and screening proposed for same; and
 - (h) a development impact assessment statement prepared by a qualified professional clearly describing how the potential impacts of the proposed development on adjacent lands will be dealt with and how the proposed facilities have been designed to minimize such disturbances.
- 4.3.3 Notwithstanding 4.3.1 and 4.3.2, the Development Officer may require additional information or plans, reports and specifications as may be required to adequately render a decision on the application.

4.4 NOTICE OF COMPLETE OR INCOMPLETE APPLICATION

4.4.1 Within the timeframe specified within the Act, a notice of complete application or incomplete

application shall be issued to the applicant on the form created by the Development Authority and sent by email where consent has been granted by the applicant, otherwise it shall be sent by mail.

4.5 DEVELOPMENT PERMIT APPLICATION REFERRALS

- 4.5.1 Upon issuing a notice of complete application, a development permit application may be referred for comment to any department, agency (provincial and regional) or adjacent municipality whose intent or jurisdiction may be affected.
- 4.5.2 The referral shall indicate the location and nature of the development proposal, the time and date a decision will be rendered on the application, copies of relevant drawings, contact information and a final date to submit comments.
- 4.5.3 Having received a reply on a matter referred to any person, municipality, agency or authority, the Development Authority shall make a decision on the application giving due consideration to the comments received.
- 4.5.4 After the time period identified in the referral notice from the date of the referral, the application may be dealt with by the Development Authority whether or not comments have been received.

4.6 DECIDING ON A DEVELOPMENT PERMIT APPLICATION

- 4.6.1 Where a development permit application is for a permitted use in a building or on a parcel and the proposed development conforms to all the applicable requirements and rules of this Bylaw, the Development Authority must approve the application and issue the development permit. The Development Authority may impose such conditions as required to ensure compliance with this Bylaw.
- 4.6.2 Where a development permit application is for a permitted use in a building or on a parcel and the proposed development does not conform to all of the applicable requirements and rules of this Bylaw, the Development Authority may:
 - (a) refuse to approve the development permit application; or
 - (b) approve the development permit application; and may:
 - (i) grant a relaxation of the requirement or regulation to which the proposed use does not conform; or
 - (ii) impose such conditions as required to ensure compliance with this Bylaw.
- 4.6.3 When making a decision on a Development Permit application for a Discretionary Use, the Development Authority must take into account:
 - (a) any plans and policies affecting the parcel;
 - (b) the purpose statements in the applicable Land Use District;

- (c) the appropriateness of the location and parcel for the proposed development;
- (d) the compatibility and impact of the proposed development with respect to adjacent development and the neighbourhood;
- (e) the merits of the proposed development;
- (f) utility and servicing requirements;
- (g) access and transportation requirements;
- (h) vehicle and pedestrian circulation within the parcel; and
- (i) sound planning principles.
- 4.6.4 The Development Authority may approve an application where the proposed development does not comply with the minimum or maximum requirements of any district in this Bylaw if, in the opinion of the Development Authority, the proposed development would not unduly interfere with the amenities of the neighbourhood, materially interfere with, or affect the use, enjoyment or value of the neighboring properties and the proposed development conforms with a use prescribed by this Bylaw for that land or building..
- 4.6.5 The Development Authority may refuse a Development Permit application for a discretionary use even though it meets the requirements and rules of this Bylaw.
- 4.6.6 In the case where a proposed specific use of land or a building is not provided for in any Land Use District in the Bylaw, the Municipal Planning Commission may determine such a use is similar in character and purpose to another use of land or building that is included in the list of Permitted or Discretionary Uses prescribed for that Land Use District.
- 4.6.7 The Development Authority must refuse a development permit application when the proposed development:
 - (a) is for a use that is not listed as either a permitted use or a discretionary use in the land use district; or
 - (b) is for a use containing a restriction in its definition that is not met by the proposed use.
- 4.6.8 If a Development Permit application is refused, the Development Officer need not accept another application for the same or similar use on the same parcel for twelve (12) months after the refusal.

4.7 DEVELOPMENT PERMITS AND NOTICE OF DECISION

- 4.7.1 A development permit issued for a permitted use in compliance with the standards of this Bylaw, or a development permit issued by Council pursuant to a direct control district comes into effect on the date the decision is made.
- 4.7.2 When a Development Permit is approved for a discretionary use or for a permitted use in which a variance is granted, the Development Authority shall:

- (a) provide a notice of decision to the applicant of the approval;
- (b) immediately mail a notice in writing to all owners of adjacent land; and
- (c) issue a development permit after the appeal period has expired, pursuant to section 5.2.
- 4.7.3 A Development Permit issued pursuant to section 4.7.2 does not come into effect until twenty-one (21) days after the date the notice is mailed to all owners of adjacent land. Any development proceeded with by the applicant prior to the expiry of this appeal period is done solely at the risk of the applicant.
- 4.7.4 The notices indicated in section 4.7.2 must state:
 - (a) the legal description and the street address of the parcel of the proposed development;
 - (b) the uses proposed for the subject development;
 - (c) any discretion that was granted in the approval of the development, whether by use or by interpretation of this Bylaw, and any variation or relaxation in regulation that was made by the Development Authority when the development was approved; and
 - (d) how an appeal may be made to the appeal body and the deadline for such appeal.
- 4.7.5 Where an appeal is made pursuant to Part 5.1 of this Bylaw, a Development Permit which has been granted shall not come into effect until the appeal has been determined.
- 4.7.6 When the Development Authority refuses an application for a Development Permit, the decision shall be issued to the applicant and shall contain reasons for the refusal.
- 4.7.7 If after the issuance of a Development Permit it becomes known to the Development Authority that:
 - (a) the application for a Development Permit contains a misrepresentation;
 - (b) relevant facts which should have been disclosed at the time of consideration of the application for the Development Permit were not mentioned;
 - (c) the Development Permit was issued in error; or
 - (d) the applicant requests, by way of written notice to the Development Authority, the cancellation of the Development Permit, provided that commencement of the use, development or construction has not occurred;

the Development Permit may be suspended or cancelled by notice in writing, issued by the Development Authority to the applicant at the address given in the Development Permit application. Upon receipt of the written notice of suspension or cancellation, the applicant must cease all development and activities to which the Development Permit relates.

4.8 CONDITIONS OF APPROVAL

- 4.8.1 The Development Authority may, as a condition of issuing a development permit for a permitted use or discretionary use, require the applicant to make satisfactory arrangements for the supply of utilities including but not limited to natural gas, cable, electric power, water, sewer service, or any one or more of them including the payment of the cost of installation of construction of any such utility or facility by the applicant.
- 4.8.2 The Development Authority may, as a condition of issuing a development permit for a permitted or discretionary use, require the applicant enter into an agreement with the Village of Hussar to any or all of the following:
 - (a) to construct or pay for the construction of a road required to give access to the development;
 - (b) to construct or pay for the construction of:
 - (i) a pedestrian walkway system to serve the development, or
 - (ii) pedestrian walkways to connect the pedestrian walkway system serving the development with a pedestrian walkway system that serves or is proposed to serve an adjacent development, or both;
 - (c) to install or pay for the installation of a public utility that is necessary to serve the development, whether or not the public utility is, or will be, located on the land that is the subject of the development;
 - (d) to construct or pay for the construction of:
 - (i) off-street or other parking facilities, and
 - (ii) loading and unloading facilities;
 - (e) to pay an off-site levy or redevelopment levy imposed by bylaw; and
 - (f) to give security to ensure that the terms of the agreement under this section are carried out.
- 4.8.3 The Village of Hussar may register a caveat pursuant to the provisions of the Act and the Land Titles Act in respect of an agreement under section 4.8.2 against the certificate of title for the land that is subject of the development. Said caveat shall be discharged when the agreement has been complied with.
- 4.8.4 The Development Authority, with respect to a Discretionary Use, may impose such conditions as deemed appropriate, having regard to the regulations of this Bylaw and the provisions of any statutory plan including, but not limited to, the following conditions:
 - (a) limiting hours of operation;
 - (b) limiting number of patrons;
 - (c) establishing landscaping requirements;

- (d) requiring noise attenuation;
- (e) requiring special provisions be made for parking;
- (f) regarding the location, character and appearance of a building;
- (g) regarding the grading of a site or such other procedures as is necessary to protect the site from other developments or to protect other developments from the site;
- (h) regarding the phasing of development;
- (i) establishing the maximum density of dwelling units;
- (j) establishing the period of time during which a development may continue; and
- (k) ensuring the development is compatible with surrounding development.

4.9 DEVELOPMENT PERMIT COMMENCEMENT AND COMPLETION

- 4.9.1 If the development authorized by a permit is not commenced within twelve (12) months from the date of its issue, the permit is deemed to be void, unless an extension to this period is submitted in writing by the applicant and granted by the Development Authority. The extension request must provide the reasons for the request.
- 4.9.2 If the development authorized by a development permit is not completed within two (2) years of the date of issue or as otherwise specified within a development permit, the development permit is deemed to be void, unless an extension request for the time period is submitted in writing by the applicant and granted by the Development Authority. The extension request must provide the reason for the request.
- 4.9.3 For the purposes of this Bylaw, commencement includes excavation, but does not include fencing, or demolition on the parcel, or obtaining permits.
- 4.9.4 The approval or issuance of a development permit does not authorize commencement of construction except in conjunction with all other required permits and conditions of the development permit.



5 APPEALS

5.1 SUBDIVISION APPEALS

5.1.1 An appeal with respect to a decision on a subdivision application is governed by the Act and the Regulation.

5.2 DEVELOPMENT APPEALS

- 5.2.1 An appeal with respect to a decision on a development permit application is governed by the Act.
- 5.2.2 Where the Development Authority:
 - (a) refuses or fails to render a decision on an application for a development permit; or
 - (b) approves an application for a development; or
 - (c) issues an order under this Bylaw;

the person applying for the permit or affected by the order, or any other affected person, as the case may be, may appeal to the appeal body within the dates outlined in the Act.

Part 6 Enforcing and Amending the Land Use Bylaw

6 ENFORCING AND AMENDING THE LAND USE BYLAW

6.1 COMPLIANCE WITH OTHER BYLAWS AND REGULATIONS

- 6.1.1 Compliance with the requirements of this Bylaw or the issuance of a Development Permit or an approval of a subdivision pursuant to the Bylaw does not afford relief from compliance with the Act or other Federal or Provincial Government legislation or other Bylaws and regulations affecting the development or subdivision. It is the applicant's responsibility to ensure that all required permits, including any building permits required under Safety Codes Act, licenses and authorizations from affected authorities are in place prior to the commencement of the development.
- 6.1.2 In addition to 6.1.1, the applicant is also responsible for complying with the conditions of any caveat, covenant, easement or instrument affecting a building or land.
- 6.1.3 The Village of Hussar is not responsible nor does the Village of Hussar have any obligation whatsoever to determine what other legislation may apply to a development, nor to monitor or enforce compliance with such legislation.

6.2 RIGHT OF ENTRY AND INSPECTION

- 6.2.1 Pursuant to the Act, a Designated Officer may only enter land or a building for the purposes of ensuring compliance with the Act and the Regulation, or this Bylaw if:
 - (a) the owner or person in possession of it gives his consent to the entry; or
 - (b) the entry is authorized by an Order of the Court of King's Bench; and
 - (c) only for the purpose of ensuring compliance with the Act and the Regulation, or this Bylaw.

6.3 OFFENCES

6.3.1 Any owner, lessee or occupant of land or a building, or the owner of a structure or a Sign thereon, who with respect to such land, building, structure or Sign, contravenes, causes, or allows a contravention of any provision of the Bylaw commits an offense.

- 6.3.2 Any person who commences or continues development for which a development permit is required but has not been issued, has expired, has been revoked or suspended, or which is in contravention of a condition of a development permit under the Bylaw commits an offense.
- 6.3.3 Any person who prevents or obstructs the Development Authority or a Designated Officer from carrying out any official duty under the Bylaw or the Act commits an offense.
- 6.3.4 A Designated Officer may enforce the provisions of the Bylaw, or the conditions of a development permit pursuant to the Act.
- 6.3.5 Nothing in this Bylaw diminishes or in any way affects the rights of the Village of Hussar pursuant to the Act, or at common law to seek an entry order, order for compliance, injunction or any other order to obtain compliance with this Bylaw.

6.4 ORDERS

- 6.4.1 Pursuant to Section 645 of the Act where an offense under the Bylaw occurs, the Development Officer may by written notice, order the owner or the person in possession of the land or buildings, or the person responsible for the contravention to:
 - (a) stop the development or use of the land or buildings in whole or in part as directed by the notice; or
 - (b) demolish, remove or replace the development; or
 - (c) carry out any other actions required by the notice so that the development or use complies with the Bylaw.
- 6.4.2 A person who receives an order referred to in Subsection 8.3.1 above may appeal to the Appeal Body in accordance with Part 5 Appeals of this Bylaw.
- 6.4.3 Where the Council or a person appointed by it carries out an order the Council shall cause the costs and expenses incurred in carrying out the order to be added to the tax roll of the parcel of land and the amount:
 - (a) is deemed for all purposes to be a tax imposed under the Act from the date it was added to the tax roll; and
 - (b) it forms a special lien against the parcel of land in favour of the Municipality from the date it was added to the tax roll.

6.5 AMENDMENTS TO THE LAND USE BYLAW

- 6.5.1 Any person may apply to have this Bylaw amended.
- 6.5.2 The Council may initiate amendments by its own resolution.
- 6.5.3 All applications for amendments of this Bylaw shall be made using the approved form, accompanied by:
 - (a) the prescribed application fee;

- (b) a statement of the applicant's interest in the land;
- (c) any required drawings, plans or maps; and
- (d) any documents as required.
- 6.5.4 All amendments to this Bylaw shall be made by Council by Bylaw in conformity with the Act and the Regulations.
- 6.5.5 The Council in considering an application for an amendment to this Land Use Bylaw shall refer a copy of the proposed amendment to:
 - (a) Palliser Regional Municipal Services;
 - (b) Wheatland County, if the proposed amendment affects land on a boundary with Wheatland County, or may otherwise have an effect within Wheatland County, as per the Village of Hussar & Wheatland County Intermunicipal Development Plan (Bylaw No. 525-20); and
 - (c) such other persons or agencies as it considers necessary for comment.
- 6.5.6 If an application for an amendment to this Bylaw has been refused by Council, then Council need not accept an application for an amendment for the same use on the same parcel for a period of twelve (12) months from the date of refusal.

Part 7 General Land Use Regulations

7 GENERAL LAND USE REGULATIONS

7.1 APPLICABILITY

- 7.1.1 These regulations within Section 7 General Land Use Regulations, shall apply to all developments within the Village of Hussar, unless otherwise exempted.
- 7.1.2 Where any regulation in this section may be in conflict with any regulation of a given Land Use District in Section 8, the regulation in the District shall take precedence.

7.2 YARD SETBACKS AND PERMITTED PROJECTIONS

- 7.2.1 The minimum required yards do not apply to:
 - (a) exterior finishing materials applied to principal buildings provided the material does not project more than ten (10) centimeters into any yard;
 - (b) construction wholly beneath the surface of the ground;
 - (c) patios, fences, retaining walls and landscaping;
 - (d) driveways, parking stalls and sidewalks.
- 7.2.2 The following building projections into or over a required yard setback shall not require a variance.
 - (a) Front Yards:

Eaves, balconies, bay windows, canopies, chimneys, unenclosed decks, fire escapes and stairways and landings may project a maximum of 0.6 m (2 ft) over or onto a required front yard.

(b) Side Yards:

Eaves, balconies, bay window, canopies, chimneys unenclosed decks, fire escapes may project a maximum of 0.6 m (2 ft) over or onto a required side yard.

(c) Rear Yards:

Eaves, balconies, bay windows, canopies, chimneys, unenclosed decks, fire escapes and stairways and landings may project a maximum of 2 m (6.6 ft) over or onto a required rear yard.

- 7.2.3 In addition to those features listed in Section 7.2.2, a projection into any required yard may be allowed for a building cantilever, provided the feature does not encroach more than 0.6m (2ft) into any yard and the projecting façade does not exceed:
 - (a) 30% to a maximum of 3.6 m (12 ft) in width, whichever is greater, of the exterior surface wall area exposed to the yard in which the feature is located for internal sites; or
 - (b) 40% to a maximum of 4.5 m (14.7 ft) in width, whichever is greater, of the exterior surface wall area exposed to the yard facing a street and in which the feature is located.

7.3 UTILITIES

7.3.1 A development shall not be permitted if the development is not served by the public sewer or at the discretion of the Development Authority, a provincially approved private system.

7.4 PARKING AND LOADING FACILITIES

- 7.4.1 Parking and loading spaces shall be calculated on the basis of gross floor area, the number of dwelling units or other unit as noted in this section.
- 7.4.2 Unless otherwise stated, the required number of spaces shall be rounded up to the next whole number when a fractional number of 0.5 or greater occurs and rounded down when a fractional number of 0.49 or less occurs.
- 7.4.3 Where eating and drinking establishments are proposed, the gross floor area, excluding food and beverage preparation, washroom and storage areas shall be used for purposes of calculating parking requirements.
- 7.4.4 Parking spaces shall be provided on site in accordance with the following table:

Use of Building	Minimum Parking Spaces
Financial Institution	1 space/37 m ² (398.2 ft ²)
Building Supply Centre/ Lumber Yards	5 space/ha (2 space/ac) of site plus 1 space/37 m ² (398.2 ft ²)
Child Care Facility, Pet Care Services	1 space/employee plus 1 space for owner's vehicle
Drinking Establishment, Eating Establishment	1 space/7 m ² (75.3 ft ²) - See 7.4.3
Dwelling, Accessory Residential	1 additional parking stall per Dwelling Unit
Dwelling, Secondary Suite	
Dwelling, Backyard Suite	

	·
Hotel/ Motel	1 space /sleeping unit plus 1 space/employee
Intensive Vegetative Operation	1 space/ 30 m ² (322.9 ft ²)
Clinic	1 space/37 m ² (398.2 ft ²)
Manufacturing, Light and Heavy	1 space/56 m ² (602.7 ft ²)
Office	1 space/37 m ² (398.2 ft ²)
Public Buildings	1 space/28 m ² (301.3 ft ²) plus 1 space/employee
Recreation Facilities	1 space/37 m ² (398.2 ft ²)
Recreation Facilities with Seating	1 space/5 seats
Worship Facilities	1 space/8 patrons
Dwellings	1 space/dwelling unit
Bed and Breakfast	1 space /guest bedroom
Retail Stores	1 space/37 m ² (398.2 ft ²)
Schools-Elementary	1 space/class
Junior High	4 spaces/class
Senior High	8 spaces/class
Care Facility	1 space/46 m ² (495.1 ft ²)
Automotive Repair and Service	1 space/46 m ² (496.1 ft ²) plus 3 spaces/repair bay
Warehouse	1 space/93 m ² (1,001 ft ²)

- 7.4.5 A loading space shall have an area of not less than 28 m² (301.3 ft²), 3.5 (11.4 ft) in width, and 3.5 m (11.4 ft) overhead clearance.
- 7.4.6 When a building is enlarged, altered or a change in the use occurs in such a manner as to cause a more intensive use of that building, provision shall be made for the additional parking spaces required under the parking provisions of this By-law. The calculation shall be based on the number of additional parking spaces required as a result of the enlargement, alterations or change in the use of the building.
- 7.4.7 Adequate curbs or concrete bumpers or fences shall be provided to the satisfaction of the Development Officer.
- 7.4.8 Parking spaces shall not be less than 2.5 m (8.2 ft) in width, and 6 m (19.6 ft) in length.
- 7.4.9 Parking spaces shall be designed and provided in accordance with the following table.

WIDTH OF STALL m (ft)	ANGLE OF PARKING, DEG	WIDTH OF AISLE m (ft)	DEPTH OF STALL PERPENDICULAR TO AISLE m (ft)
2.5 (8.2)	30	3.5 (11.48)	5.1 (16.73)
2.5 (8.2)	45	3.5 (11.48)	6.0 (19.66)
2.5 (8.2)	60	5 (16.4)	6.4 (20.9)

7.5 ACCESSORY BUILDINGS

- 7.5.1 Accessory buildings must be secondary and subordinate to the principal building or principal use on the same parcel.
- 7.5.2 When an accessory building is to be attached to the principal building by a roof, a floor or a foundation it shall be deemed to be part of the principal building.
- 7.5.3 An accessory building shall not be used as a dwelling unit unless otherwise approved in accordance with this Bylaw.
- 7.5.4 No side yard may be required for an accessory building provided that, to the satisfaction of the Development Authority:
 - (a) the wall of the structure nearest the property line is a fire rated wall, the exterior finish of the wall does not require maintenance and there will not be any eave overhang and footing or foundation encroachment onto the adjoining property; and
 - (b) all roof drainage is directed by means of eaves, troughs, drain spouts, or such other suitable means, onto the property where the accessory building is located.
- 7.5.5 For parcels that abut a lane, no rear yard may be required for an accessory building provided that, to the satisfaction of the Development Authority, the requirements of section 7.5.4 (a) and (b) are met.
- 7.5.6 Accessory Buildings Fabric Covered shall adhere to the following requirements:
 - (a) shall not exceed 20.4 m² (219.5 ft²) in floor area within residential districts;
 - (b) shall be a minimum 3 m (9.8 ft) from flammable material (e.g. fire pits or other open flame accessories) and vegetation;
 - (c) shall be kept in good condition and the fabric not frayed or damaged; and
 - (d) shall not be used in a manner to cause or create a nuisance by way of noise, vibration, or dust to impact the enjoyment of adjacent residential uses or the amenities of the neighbourhood.
- 7.5.7 The Development Authority may require the exterior surface of an Accessory Building –

Shipping Container be finished, or screened from public view, to the satisfaction of the Development Authority.

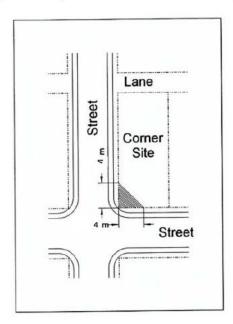
7.5.8 An Accessory Building – Shipping Container shall not be used as a sign.

7.6 FENCING

7.6.1 In residential districts or a parcel with a residential use as the principal use, the maximum height above grade of a fence located within a yard shall be in accordance with the following:

Refer to 7.7.3	Yard	Maximum height from grade:
	Rear yard and Interior Side Yard	2 m (6.5 ft)
	Front yard	1.2 m (3.9 ft)
	Exterior Side yard	1.2 m (3.9 ft)

7.6.2 On corner lots within the corner visibility setback, which lies within a triangle formed by a straight line drawn between two points on the parcel lines 4 m (13.1 ft) from the point where they intersect, as indicated on the following diagram:



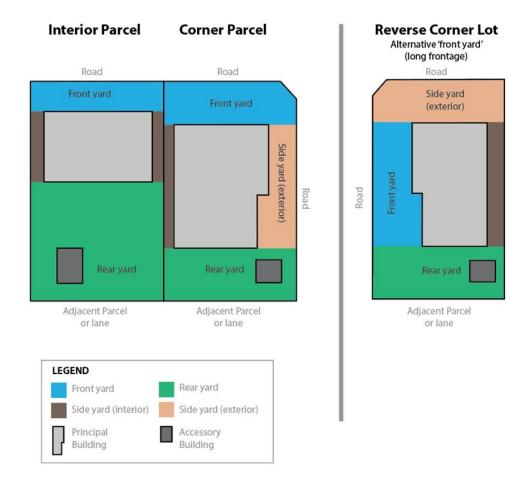
fences shall be a maximum of 0.9 m (2.9 ft) in height to ensure public safety and/or good visibility for traffic and pedestrian purposes.

7.6.3 Materials used to construct fences may be wood, brick, stone or concrete, or metal and shall be aesthetically acceptable and in general conformity with adjacent development.

- 7.6.4 In commercial and industrial districts, the maximum height above grade of a fence located within any yard is 2.4 m (8.0 ft).
- 7.6.5 No fence shall be of barbed wire construction within Village boundaries.

7.7 CORNER LOTS, REVERSE CORNER LOTS AND IRREGULAR LOTS

- 7.7.1 The parcel lines and yards of corner lots shall be determined by the following (see diagram for Corner Lots and Reverse Corner Lots below):
 - (a) the front parcel line of a corner lot is the shortest property line abutting a road;
 - (b) the exterior side parcel line of a corner lot is the longest property line abutting a road;
 - (c) the interior side parcel line of a corner lot is the longest property line abutting a parcel; and
 - (d) the rear parcel line of a corner lot is the shortest property line abutting a parcel or lane.
- 7.7.2 Notwithstanding 7.7.1 or anything else in this Bylaw, the Development Authority may determine a corner lot to be a reverse corner lot (see diagram for Corner Lots and Reverse Corner Lots below).
- 7.7.3 The Development Authority shall determine the front, rear and side yards of a reverse corner lot by taking into account:
 - (a) the general pattern and location of existing buildings on adjacent parcels;
 - (b) the size and geometry of the corner lot;
 - (c) the ability to create sufficient privacy on the parcel and privacy for adjacent parcels;
 - (d) ensuring safe traffic movement at the intersection, considering the primary flow of traffic and access to the parcel; and
 - (e) the general aesthetics, considering the location and height of fencing and hedges.



7.7.4 For parcels other than corner lots which have frontage on two roads, or for parcels which are not rectangular in shape, the Development Authority shall determine the yard designations.

7.8 SCREENING OF OUTSIDE STORAGE AREAS AND GARBAGE STORAGE

- 7.8.1 Garbage shall be stored in weatherproof and animal proof containers, screened from adjacent parcels and roads and be in a location easily accessible for pick up.
- 7.8.2 Outside storage areas shall be screened from view from adjacent parcels and roads to the satisfaction of the Development Authority.
- 7.8.3 Commercial and industrial developments abutting a parcel with a principal residential use shall be screened from view on an interior side parcel line or rear parcel line, to the satisfaction of the Development Authority.
- 7.8.4 On corner lots within the corner visibility setback, screening shall be a maximum of 0.9 m (2.9 ft) in height above grade to ensure public safety and/or good visibility for traffic and pedestrian purposes.

7.9 BED AND BREAKFASTS

- 7.9.1 Bed and Breakfasts shall not interfere with the rights of other residents to quiet enjoyment of a residential neighbourhood.
- 7.9.2 Bed and Breakfasts shall be an incidental and subordinate use to the principal residential use, shall be restricted to the dwelling unit and shall not:
 - (a) create a nuisance by way of noise, parking or traffic generation;
 - (b) provide for more than two (2) guest rooms;
 - (c) sell meals or alcoholic beverages to non-overnight guests; and
 - (d) include a kitchen in any room rented.
- 7.9.3 In granting a Development Permit for a Bed and Breakfast, the Development Officer shall restrict the use to a specified time limit after which an application must be made to continue the use. In no case shall a Development Permit be issued for a period that exceeds two (2) years, after which time a new application must be made to continue the use.
- 7.9.4 A maximum of one (1) fascia or freestanding sign for a Bed and Breakfast may be displayed in accordance with subsection 7.15.5.

7.10 HOME OCCUPATIONS

- 7.10.1 Where the applicant for the Home Occupation is not the registered owner of the dwelling unit proposed to be used for a Home Occupation, the applicant shall provide to the Development Authority written authorization from the registered owner(s).
- 7.10.2 A Home Occupation shall not occupy more than 20% of the habitable floor area or 30 m² (332.9 ft²) of a Dwelling Unit, whichever is the lesser.
- 7.10.3 A Home Occupation shall not include any use or operation which will cause or create a nuisance by way of noise, electrical interference, dust, smell, smoke, or traffic generation that is not characteristic of a residential use.
- 7.10.4 A Home Occupation Minor shall comply with the following:
 - (a) Shall not employ any person not residing in the Dwelling Unit;
 - (b) Shall be contained within the principal dwelling unit only;
 - (c) shall not have on-site sales or customer visits totaling no greater than five (5) visits per day, and no more than two (2) customers on site at a time;
 - (d) Outdoor storage of materials, commodities, or finished products related to the use is prohibited; and
 - (e) May display a Window Sign in accordance with section 17.5.4.
- 7.10.5 A Home Occupation Major shall be determined as any Home Occupation that meets one or

more of the following criteria:

- (a) located within an accessory building or structure;
- (b) employs up to a maximum of 4 employees that do not reside in the dwelling unit;
- (c) on-site sales or customer visits totaling six (6) or more customer visits per day, or more than two (2) customers on-site at a time;
- (d) requires parking of a commercial vehicle up to a G.V.W rating of 4,500 kg (9920.8 lbs) associated with the Home Occupation.

7.11 PET CARE SERVICES

- 7.11.1 The Development Authority may, when issuing a development permit for Pet Care Services, limit the maximum number of animals that may be kept at any one time.
- 7.11.2 Pet Care Services shall be designed, constructed and operated in a manner to prevent a nuisance to any adjacent residential use or other adjacent uses in regard to factors such as noise, odors and waste. Outside enclosures, pens, runs or exercise areas may be allowed at the discretion of the Development Authority.

7.12 KENNELS

- 7.12.1 An application for a Development Permit for a Kennel shall include, in addition to the application requirements in Section 4.3, the following:
 - (a) A site plan indicating the size and location of all kennel buildings and facilities (e.g. outdoor enclosure, pens runs or exercise areas, waste (feces) management areas);
 - (b) the distance between any buildings or facilities used for the kennel operation to any residential uses within a 50.0 m (164.0 ft) radius; and
 - (c) proposed screening and noise attenuation measures.
- 7.12.2 No buildings or exterior exercise area(s) to be used to accommodate dogs shall be allowed within 50.0 m (164.0 ft.) of any dwelling.
- 7.12.3 The Development Authority may, when issuing a development permit for a kennel, determine the maximum number of animals that may be kept at any one time.
- 7.12.4 All pens, rooms, exercise runs, and holding stalls shall be soundproofed if deemed necessary by the Development Authority, which shall base its decision on the number of animals to be kept at the kennel, the proximity of the use to other uses and/or other kennels, and possibility the noise from the use may adversely affect the amenities of the area.
- 7.12.5 The times at which the animals are allowed outdoors may be limited at the discretion of the Development Authority. In particular, all dogs at a kennel, including pups, are required to be kept indoors between the hours of 10:00 p.m. and 7:00 a.m.
- 7.12.6 All kennel facilities shall be screened by both a visual and sound barrier, by fences and/or

landscaping, from existing dwellings on adjacent parcels to the satisfaction of the Development Authority.

7.13 RELOCATION OF BUILDINGS

- 7.13.1 Notwithstanding Section 4.2 Development Permits Not Required, a development permit shall be required for the relocation of any building, which has been previously used or occupied, to any parcel within the Village of Hussar as part of the development of a permitted or discretionary use.
- 7.13.2 A development permit for the relocation of a building may include conditions of approval that:
 - (a) the building and the proposed location of the building meets the requirements of the land use district in which the building is to be located;
 - (b) the building is compatible with the character of the neighbourhood in which the building is to be relocated; and
 - (c) the building be renovated to a satisfactory condition within a specified time.

7.14 RESIDENTIAL BUILDINGS ON THE SAME SITE

7.14.1 No person shall construct or locate more than one (1) dwelling unit on a parcel unless otherwise permitted in this Bylaw.

7.15 SIGN CONTROL

- 7.15.1 No sign shall be erected so as to obstruct free and clear vision of vehicular traffic, or be located, or display a light intensity or colour where it may interfere with, or be confused with, any authorized traffic sign, signal, or device, and in so doing, create a traffic hazard.
- 7.15.2 No sign shall be erected upon, affixed to or overhang municipal property without the prior consent of the Village of Hussar.
- 7.15.3 Where a sign is no longer related to a business, product or event located on the same parcel as the sign, the sign must be removed by the owner of the sign or the owner of the parcel on which the sign is located.
- 7.15.4 All sign lighting shall be designed to illuminate the sign only.
- 7.15.5 Within Residential Districts, the following sign regulations apply:
 - (a) one (1) fascia sign which does not exceed (0.56 m² or 6 ft².) in area for an approved home occupation major;
 - (b) one (1) window sign for a home occupation- minor;
 - (c) one (1) freestanding or fascia sign for an apartment, worship facility, child care centre, care facility, cultural establishment which does not:
 - (i) exceed 1.5 m^2 (16.1 ft^2) in area, and

- (ii) exceed 3.6 m (11.8 ft) in height from grade.
- 7.15.6 Within a Commercial, Industrial or Community Service District the following sign regulations apply:
 - (a) freestanding signs:
 - (i) shall not exceed 1.5 m² (16.1 ft²) in area,
 - (ii) shall not exceed 9 m (29.5 ft) in sign height; and
 - (iii) shall not be located greater than 1.52 m (5 ft) from a property line.
 - (b) fascia signs
 - (i) shall not exceed 20% in sign area of the face of the building or bay to which the sign is attached; and
 - (ii) shall be located on the building frontage directly adjacent to the business.
 - (c) projecting signs:
 - (i) shall be a maximum of 9 m² (96.8 ft²) in sign area;
 - (ii) shall not rise more than 300 mm (11.8 in) above a parapet;
 - (iii) shall be located greater than 600 mm (23.6 in) from the property line;
 - (iv) a minimum clearance of 3 m (9.8 ft) from grade or any sidewalk; and
 - (d) roof signs:
 - (i) shall appear as an architectural blade with no visible support structures;
 - (ii) shall not overhang the roof on which it is located; and
 - (iii) shall not exceed a maximum sign area of 9 m² (96.8 ft²).
- 7.15.7 Within an Urban Reserve District, the following sign regulations apply:
 - (a) one (1) freestanding sign which does not exceed 1 m² (10.7 ft²) in area or 6 m (19.6 ft) in height.

7.16 NON-CONFORMING USES AND NON-CONFORMING BUILDINGS

- 7.16.1 When a building is a non-conforming building solely by reason of its encroachment into a required front, side, or rear yard, the Development Officer at his/her discretion may allow an extension of, or an addition to, the building if such extension or addition will not in itself constitute an encroachment into any required yard, and if such extension or addition complies with the provisions of this Bylaw.
- 7.16.2 A building that encroaches into a required front, side, or rear yard by reason of conversion from imperial units of measurement to metric units of measurement as contained within this Bylaw is considered to be a conforming building.

7.16.3 Nothing in this Bylaw diminishes or in any way affects the power of the Development Authority to issue a development permit which makes a non-conforming building conforming through the granting of a relaxation of the requirements or rules to which the existing building does not conform.

7.17 SITE GRADING AND DRAINAGE

7.17.1 Parcel grades and building elevations shall be established to ensure effective drainage and prevent drainage from one parcel to another, except where drainage conforms to an approved subdivision drainage plan.

7.18 CONTROLLED APPEARANCE

7.18.1 The design, character, and appearance of any building, structure, or sign proposed to be erected or located in any District, must be acceptable to the Development Authority, having due regard to the amenities and the character of existing development in the District, as well as to its effect on adjacent development.

7.19 SECONDARY SUITES & BACKYARD SUITES

- 7.19.1 A maximum of one (1) dwelling, secondary suite or dwelling, backyard suite is allowed per parcel.
- 7.19.2 A dwelling, secondary suite or dwelling, backyard suite must not be separated from the principal residential use on a parcel by the registration of a condominium or subdivision.
 - **Secondary Suites Regulations**
- 7.19.3 The minimum floor area for a Dwelling, Secondary Suite shall be not less than 30 m^2 (322.92 ft^2).

Backyard Suites Regulations

- 7.19.4 Development of a Dwelling, Backyard Suite shall comply with the following:
 - (a) shall not exceed 80 m² (861 ft²) in floor area; where the suite is located on the second storey of an Accessory Building, the maximum height of the building is 8.0 m (26.2 ft);
 - (b) the exterior colour and materials, roof pitch, and window door styles of a Dwelling, Backyard Suite must, at the discretion of the Development Authority, match or complement the principal Dwelling Unit.

7.20 MANUFACTURED DWELLINGS

- 7.20.1 In determining the suitability of a Manufactured Dwelling for placement on a parcel, consideration shall be given to its condition and appearance in context with the adjacent parcels.
- 7.20.2 The undercarriage of a manufactured dwelling shall be completely screened from view by the

- foundation or by skirting within thirty (30) days of placement of the manufactured dwelling.
- 7.20.3 All manufactured dwellings shall be provided with steps and landings to all entrances within thirty (30) days of their placement.
- 7.20.4 All accessory structures such as steps, patios, porches, additions, skirting and storage facilities shall be of complementary quality and design to the Manufactured Dwelling.
- 7.20.5 Manufactured Dwellings constructed greater than eight (8) years at the time of development permit application may not be approved at the discretion of the Development Authority.

7.21 TEMPORARY BUILDINGS OR USES

- 7.21.1 The Development Authority may conditionally approve a temporary building or use to be constructed or located in any Land Use District subject to the owner agreeing to remove said building in accordance with the terms and conditions affixed by the Development Authority.
- 7.21.2 A temporary building shall not exceed one storey in height and shall not have a basement or a cellar or any below grade foundation.
- 7.21.3 A temporary building shall be maintained at all times.
- 7.21.4 No temporary building or use shall be serviced by Village sewage or water supply systems. Notwithstanding the foregoing however, when a temporary use is established in a building or on a site with existing municipal water or sewer services or both, those services may be temporarily used in accordance with the terms and conditions affixed by the Development Authority.
- 7.21.5 The Development Authority may require skirting around the base of a temporary building.
- 7.21.6 An application to extend the duration of a temporary permit shall be dealt with as a new application. There shall be no obligation to approve it on the basis that the previous permit had been issued.

7.22 RENEWABLE ENERGY SYSTEMS

- 7.22.1 Renewable Energy Systems that are part of, or attached to, the principal building or an accessory building shall:
 - (a) not extend above the peak of the roof;
 - (b) not project past a roof by 1.5 m (4.92 ft) at any point; and
 - (c) not generate noise, in the opinion of the Development Authority, which affects the amenity or enjoyment of an adjacent residential use.
- 7.22.2 Renewable Energy Systems that are freestanding must meet the height and setback regulations for an accessory building within the applicable land use district.

Part 8 Districts

8 DISTRICTS

8.1 ESTABLISHMENT OF LAND USE DISTRICTS

- 8.1.1 For the purpose of this Bylaw, the land within the boundaries of the Municipality shall be divided into one or more of the Districts as established in Section 8.2.
- 8.1.2 Throughout this Bylaw and amendments thereto a District may be referred to either by its full name or its abbreviation as set out in Section 8.2.

8.2 DISTRICTS

8.2.1 The Districts in the Village are:

Short Title	District Name	
R	Residential District	
R-MD	Residential – Manufactured Dwelling District	
c	Commercial District	
I	Industrial General District	
UR	Urban Reserve District	
CS	Community Service District	

8.3 DISTRICT BOUNDARIES

- 8.3.1 The boundaries of the districts listed in above are as delineated on the Land Use District Map in Part 9.
- 8.3.2 Where uncertainty exists as to the boundaries of districts as shown on the Land Use District Map, the following rules shall apply:
 - (a) RULE 1. Where a boundary is shown as following the municipal boundary, it

- shall be deemed to follow the municipal boundary;
- (b) **RULE 2**. Where a boundary is shown as approximately following a lot or parcel line, it shall be deemed to follow the lot or parcel line.
- 8.3.3 Where the exact location of the boundary of a Land Use District cannot be determined, using the rules in subsection **8.3.2** above, the Council, on its own motion or on a written request, shall fix the location:
 - (a) in a manner consistent with the provisions of this Bylaw; and
 - (b) with the appropriate degree of detail required.
- 8.3.4 The location of a district boundary, once fixed, shall not be altered except by an amendment of this Bylaw.
- 8.3.5 When any road is closed, the road lands have the same district as the abutting lands. When abutting lands are governed by different districts, the centre of the road is the district boundary.

8.4 RESIDENTIAL DISTRICT (R)

8.4.1 Purpose:

The purpose and intent of this District is to provide for residential neighbourhoods composed of predominantly single-detached dwellings with integration of some multi-unit dwellings and other compatible neighbourhood uses.

8.4.2 Permitted Uses:				
(a)	Accessory Building or Structure	(d)	Home Occupation, Minor	
(b)	Dwelling, Single Detached	(e)	Public Utility	
(c)	Community Recreational Facility	(f)	Signs	

8.4.3	Discretionary Uses:			
(a)	Accessory Building – Fabric Covered	(h)	Dwelling, Duplex	
(b)	Care Facility	(i)	Dwelling, Manufactured	
(c)	Child Care Facility	(j)	Dwelling, Secondary Suite	
(d)	Cultural Establishment	(k)	Home Occupation, Major	
(e)	Dwelling, Apartment	(1)	Public Building	
(f)	Dwelling, Attached Housing	(m)	Temporary Buildings and Uses	
(g)	Dwelling, Backyard Suite	(n)	Worship Facility	

8.4.4 The minimum parcel area is:

- (a) Dwelling, Single Detached and Manufactured: 464 m² (4,994.4ft²);
- (b) Dwelling, Attached: 279 m² (3,003.1 ft²) for each interior dwelling or 326 m² (3,509 ft²) for each dwelling unit with a side yard abutting a road; or
- (c) Dwelling, Duplex: 279 m² (3,003.1 ft²) for each dwelling.

8.4.5 The minimum parcel width is:

- (a) Dwelling, Single Detached and Manufactured: 15 m (49.2 ft);
- (b) Dwelling, Attached: 9 m (29.5 ft) for each interior dwelling or 10.5 m (34.45 ft) for each dwelling unit with a side yard abutting a road; or
- (c) Dwelling, Duplex: 7.5 m (24.6 ft) per dwelling.
- 8.4.6 The minimum front yard setback shall be 6.1 m (20 ft).

- 8.4.7 The minimum side yard setback shall be:
 - (a) Principal Buildings:
 - (i) exterior side yard: 3 m (9.8 ft);
 - (ii) interior side yard: 1.5 m (4.2 ft)
 - (b) Accessory Buildings: 1 m (3.2 ft)
- 8.4.8 The minimum rear yard setback shall be:
 - (a) Principal Buildings: 7.6 m (24.9 ft)
 - (b) Accessory Buildings: 1 m (3.2 ft)
- 8.4.9 The minimum gross floor area of a dwelling unit is:
 - (a) Dwelling, Single Detached and Manufactured: 74 m² (796.5 ft²); or
 - (b) Dwelling, Duplex and Attached: 65 m² (699.6 ft²).
- 8.4.10 The maximum parcel coverage is:
 - (a) All buildings including accessory buildings not more than 50% of the parcel area; and
 - (b) All accessory buildings not more than 25% of the parcel area.
- 8.4.11 The maximum building height is:
 - (a) Principal Building: 9 m (29.5 ft)
 - (b) Accessory Building: 5 m (16.4 ft)

Additional Requirements for Manufactured Dwellings:

- 8.4.12 The minimum width of a Manufactured Dwelling shall be 6.7 m (22 ft).
- 8.4.13 The design and appearance of a Manufactured Dwelling shall be to the satisfaction of the Development Authority, and may be required to include enhanced design elements that add visual interest such as:
 - (a) A porch or veranda on the front façade;
 - (b) horizontal wall articulation on the front façade;
 - (c) the use of thick columns or brackets on roof overhangs;
 - (d) dormers, gables, cross gables or varied pitches for articulated roof lines;
 - (e) large or bay windows on the front façade, with strong window trim;
 - (f) architectural features or other detailing over entrances;
 - (g) changes in exterior siding materials, textures and colors to break up long wall expanses; and
 - (h) the use of trim and moldings that contrast the exterior siding.

8.5 RESIDENTIAL DISTRICT – MANUFACTURED DWELLING (R-MD)

8.5.1 Purpose:

The purpose and intent of this District is to provide for a residential parcels in which manufactured dwellings are accommodated on individual parcels.

8.5.2	Permitted Uses:			
(a)	Accessory Building or Structure	(d)	Public Utilities	
(b)	Dwelling, Manufactured	(e)	Signs	
(c)	Home Occupation, Minor			

8.5.3	Discretionary Uses:			
(a)	Accessory Building – Fabric Covered	(d)	Home Occupation, Major	
(b)	Dwelling, Backyard Suite	(e)	Public Building	
(c)	Child Care Facility			

- 8.5.4 The parcel area is 464 m² (4,994.4 ft²).
- 8.5.5 The minimum parcel width is 15 m (49.2 ft).
- 8.5.6 The minimum front yard setback is 4.5 m (14.7 ft).
- 8.5.7 The minimum side yard setback is:
 - (a) Principal Buildings
 - (i) exterior side yard: 3 m (9.8 ft); and
 - (ii) interior side yard: 1.5 m (4.9 ft)
 - (b) Accessory Buildings:
 - (i) exterior side yard: 3 m (9.8 ft); and
 - (ii) interior side yard: 1.5 m (4.9 ft)
- 8.5.8 The minimum rear yard setback is:
 - (a) Principal Buildings: 4.5 m (14.7 ft)
 - (b) Accessory Buildings: 1 m (3.2 ft)
- 8.5.9 The minimum gross floor area of a dwelling unit is 55 m² (592 ft²).
- 8.5.10 The maximum building height is:

- (a) Manufactured dwellings: 5 m (16.4 ft);
- (b) Accessory Buildings: 5 m (16.4 ft).
- 8.5.11 The maximum parcel coverage is:
 - (a) All buildings together, including accessory buildings: 50% of the parcel area; and
 - (b) All accessory buildings: 25% of the parcel area.

Additional Requirements for Manufactured Dwellings:

- 8.5.12 The minimum width of a Manufactured Dwelling shall be 6.7 m (22 ft).
- 8.5.13 The design and appearance of a Manufactured Dwelling shall be to the satisfaction of the Development Authority, and may be required to include enhanced design elements that add visual interest such as:
 - (a) A porch or veranda on the front façade;
 - (b) horizontal wall articulation on the front façade;
 - (c) the use of thick columns or brackets on roof overhangs;
 - (d) dormers, gables, cross gables or varied pitches for articulated roof lines;
 - (e) large or bay windows on the front façade, with strong window trim;
 - (f) architectural features or other detailing over entrances;
 - (g) changes in exterior siding materials, textures and colors to break up long wall expanses; and
 - (h) the use of trim and moldings that contrast the exterior siding.

8.6 COMMERCIAL DISTRICT (C)

8.6.1 Purpose:

The purpose and intent of this District is to provide for service commercial and retail developments serving the Village and the surrounding rural areas.

8.6.2	Permitted Uses:		
(a)	Art and Craft Studios	(i)	Parking Lot
(b)	Clinic	(j)	Personal Service Shop
(c)	Community Recreational Facility	(k)	Pet Care Service
(d)	Convenience Store	(I)	Public Building
(e)	Cultural Establishment	(m)	Public Utilities
(f)	Eating Establishment	(n)	Retail Store
(g)	Hotel or Motel	(o)	Signs
(h)	Offices	(p)	Worship Facility

8.6.3	Discretionary Uses:		
(a)	Accessory Buildings and Structures	(k)	Drinking Establishment
(b)	Accessory Building – Shipping Container	(I)	Dwelling, Accessory Residential
(c)	Amusement Centre	(m)	Equipment Rental Shop
(d)	Auto Body and Paint Shop	(n)	Fabric Covered Building
(e)	Automotive Repair and Service Shop	(o)	Gas Bar
(f)	Automotive Sales	(p)	Liquor Store
(g)	Bus Terminal	(q)	Storage Yard
(h)	Cannabis Retail Store	(r)	Temporary Building or Use
(i)	Car Wash	(s)	Tradesman's Shop
(j)	Child Care Facilities		

- 8.6.4 The minimum parcel area is 302 m² (3250.7 ft²)
- 8.6.5 The minimum parcel width is 7.6 m (24.9 ft).
- 8.6.6 The minimum front yard setback is zero.

- 8.6.7 The minimum rear yard setback is 5 m (16.4 ft).
- 8.6.8 The minimum side yard setback is zero, except where abutting a Residential District the minimum side yard setback is 3 m (9.8 ft).
- 8.6.9 The maximum building height is 13.7 m (50 ft).

8.7 INDUSTRIAL GENERAL DISTRICT (I)

8.7.1 Purpose:

The purpose and intent of this District is to provide for a range of industrial uses of a manufacturing, processing, assembling, or distributing nature.

8.7.2	Permitted Uses:					
(a)	Accessory Buildings and Structures	(i)	Light Manufacturing			
(b)	Accessory Building – Shipping Container	(j)	Public Utilities			
(c)	Agricultural Supply Depot	(k)	Public Building			
(d)	Building Supply Centre	(I)	Signs			
(e)	Car Wash	(m)	Storage Yard			
(f)	Equipment Rental Shop	(n)	Tradesman's Shop			
(g)	Fabric Covered Building	(o)	Warehousing			
(h)	Grain Elevator and Seed Cleaning					

8.7.3	Discretionary Uses:				
(a)	Abattoir	(h)	Intensive Vegetative Operation		
(b)	Auto Body and Paint Shop	(i)	Kennel		
(c)	Automotive Repair and Service	(j)	Natural Resource Extractive Industries		
(d)	Automotive Sales	(k)	Temporary Building or Use		
(e)	Bulk Fuel Storage and Distribution	(I)	Waste Transfer Station		
(f)	Dwelling, Accessory Residential	(m)	Veterinary Clinic		
(g)	Heavy Manufacturing				

- 8.7.4 The minimum parcel area is 929 m² (9999.6 ft²).
- 8.7.5 The minimum parcel width is 30 m (98.4 ft).
- 8.7.6 The minimum front yard setback is 7.6 m (24.9 ft).
- 8.7.7 The minimum side yard setback is 1.5 m (4.9 ft) except where a fire wall is provided, no side yard setback is required.
- 8.7.8 The minimum rear yard setback is 1.0 m (3.2 ft).

- 8.7.9 The maximum building height is 13.7 m (50 ft).
- 8.7.10 For an application for an industrial development, the development permit application shall contain the following information:
 - (a) the type and nature of the industry, including the use of highly flammable or explosive materials;
 - (b) the estimated number of employees;
 - (c) the estimated water demand and source;
 - (d) the type of effluent and method of treatment;
 - (e) transportation routes to be used; and
 - (f) any accessory works required.

8.8 URBAN RESERVE DISTRICT (UR)

8.8.1 Purpose:

The purpose and intent of this District is to provide for the continuation of existing rural pursuits and the future expansion of urban development.

8.8.2	Permitted Uses:				
(a)	Accessory Buildings and Structures	(e)	Extensive Agriculture		
(b)	Accessory Buildings – Fabric Covered	(f)	Public Utilities		
(c)	Accessory Buildings – Shipping Containers	(g)	Signs		
(d)	Community Recreational Facility				

8.8.3	Discretionary Uses:			
(a)	Intensive Vegetative Operation	(b)	Temporary Building or Use	

- 8.8.4 The minimum parcel area is 16.2 ha (40 acres).
- 8.8.5 The minimum front yard setback is 15 m (49.2 ft).
- 8.8.6 The minimum side yard and rear yard setback is 15 m (49.2 ft).
- 8.8.7 The design, site location, site coverage, yards, height of buildings, external finish, and landscaping generally of all buildings and structures shall be to the satisfaction of the Development Officer who in determining a Development Permit application shall take into account:
 - (a) the general purpose of the district; and
 - (b) the existing future uses of adjacent parcels.
- 8.8.8 The Development Authority shall be satisfied prior to the granting of a Development Permit that the proposed use will not prejudice the future orderly development of the area.

8.9 COMMUNITY SERVICE DISTRICT (CS)

8.9.1 Purpose:

The purpose and intent of this District is to provide for cultural, educational, institutional, and recreational uses.

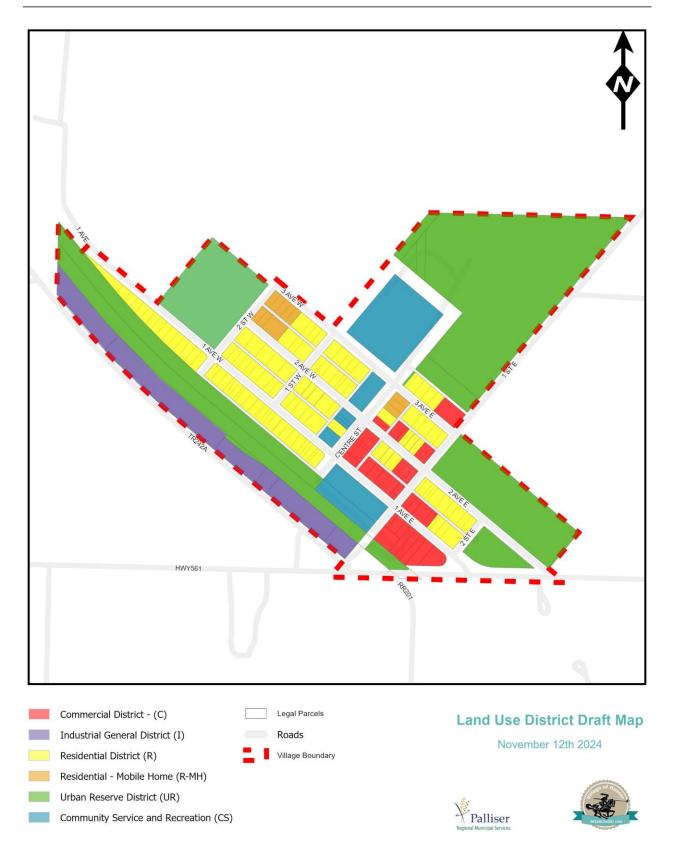
8.9.2	Permitted Uses:				
(a)	Accessory Buildings and Structures	(h)	Community Recreational Facilities		
(b)	Campground	(i)	Parking Lots		
(c)	Cemetery	(j)	Public Buildings		
(d)	Child Care Facilities	(k)	Public Utilities		
(e)	Cultural Establishment	(1)	Schools		
(f)	Exhibition Grounds	(m)	Signs		
(g)	Fabric Covered Building	(n)	Worship Facility		

8.9.3	Discretionary Uses:				
(a)	Accessory Building – Shipping Container	(d)	Intensive Vegetative Operation		
(b)	Clinic	(e)	Temporary Building or Use		
(c)	Care Facility				

- 8.9.4 The maximum building height is 15 m (49.2 ft).
- 8.9.5 The design, setting, external finish and architectural appearance of all buildings including accessory buildings and structures and landscaping shall be to the satisfaction of the Development Authority to ensure that adequate protection be afforded to the amenities of the area.



9 LAND USE DISTRICT MAP



VILLAGE OF HUSSAR BYLAW NUMBER # 562-24

BEING A BYLAW TO AMEND THE MUNICIPAL DEVELOPMENT BYLAW NO. 531-21 FOR THE VILLAGE OF HUSSAR IN THE PROVINCE OF ALBERTA.

WHEREAS pursuant to the provision of Section 632(1) of the *Municipal Government Act*, RSA 2000, Chapter M-26, the Council of the Village of Hussar (hereinafter called the Council), has adopted the Municipal Development Plan Bylaw 531-21;

AND WHEREAS the Council deems it desirable to amend the Municipal Development Plan Bylaw 531-21; and

NOW THEREFORE the Council hereby amends the Municipal Development Plan Bylaw 531-21; as follows:

- 1. Replace the first sentence of the paragraph under 4.1 Existing Development Pattern with the following sentences:
 - "The village is approximately 58.5 Ha (144.5 acres), including the newly annexed area in the northwest portion of the village. It is surrounded by agricultural area that contains regional infrastructure to support transportation systems, local residents and businesses, and an agricultural sector.
- 2. Replace "Figure 8 Current Land Use Districts" with Attachment A.
- 3. Replace "Figure 9 Water & Sewer Distribution" with Attachment B.
- 4. Replace "Figure 10 Road Network" with Attachment C.
- 5. Delete Policy 5) in Section 5.7 Parks/Recreation/Open Space.
- 6. Replace "Figure 11 Future Land Use Map" with Attachment D.
- 7. Replace the first sentence for Residental under Section 5.13 Development Opportunity/Vacant Land with the following statement:
 - "Including the newly annexed lands, the Village has an estimated 4.25 Ha (10.5 acres) of vacant residential land."
- 8. Replace "Figure 12 Development Opportunities Map" with Attachment E.
- 9. This Bylaw takes effect on the date of the third and final reading.

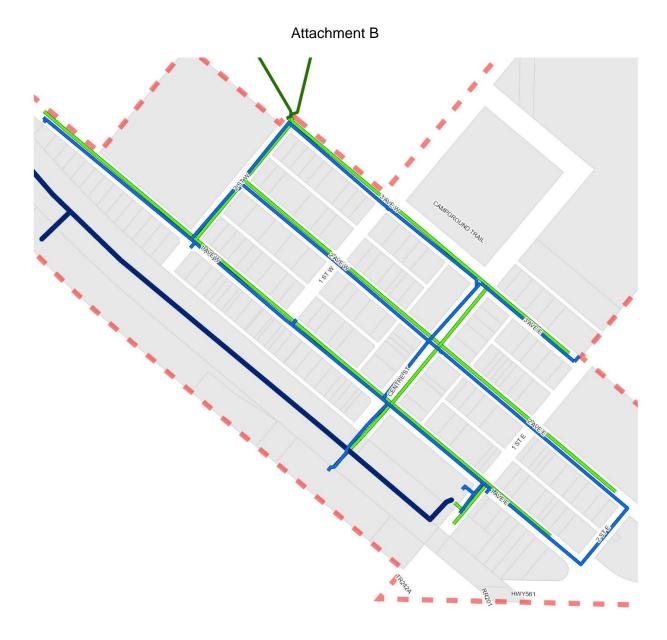
READ A	FIRST	TIME T	HIS 12 th	DAY	OF D	ECEMB	SER, 20	024.	
READ A	SECON	ND TIME	E THIS		D/	AY OF _			_, 2025

READ A THIRD TIME AND PASSED THIS	DAY OF, 2025.
MAYOR	CHIEF ADMINISTRATIVE OFFICER

Attachment A



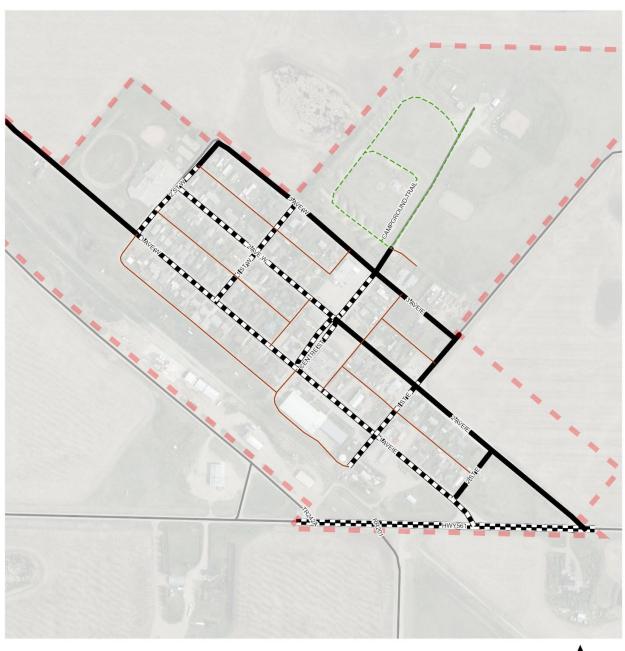




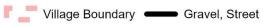




Attachment C







Asphalt, Street

---- Gravel, Park Road

- Roads Outside Hussar

Asphalt, Highway — — Gravel, Alley

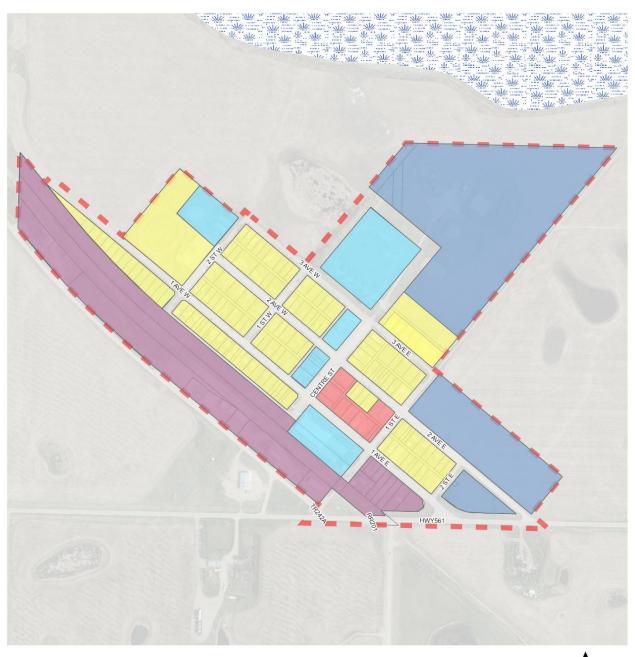
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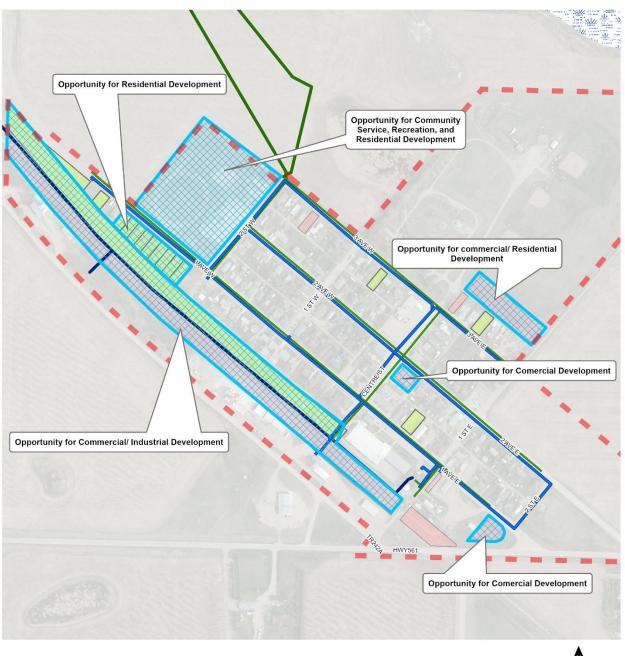
Attachment D



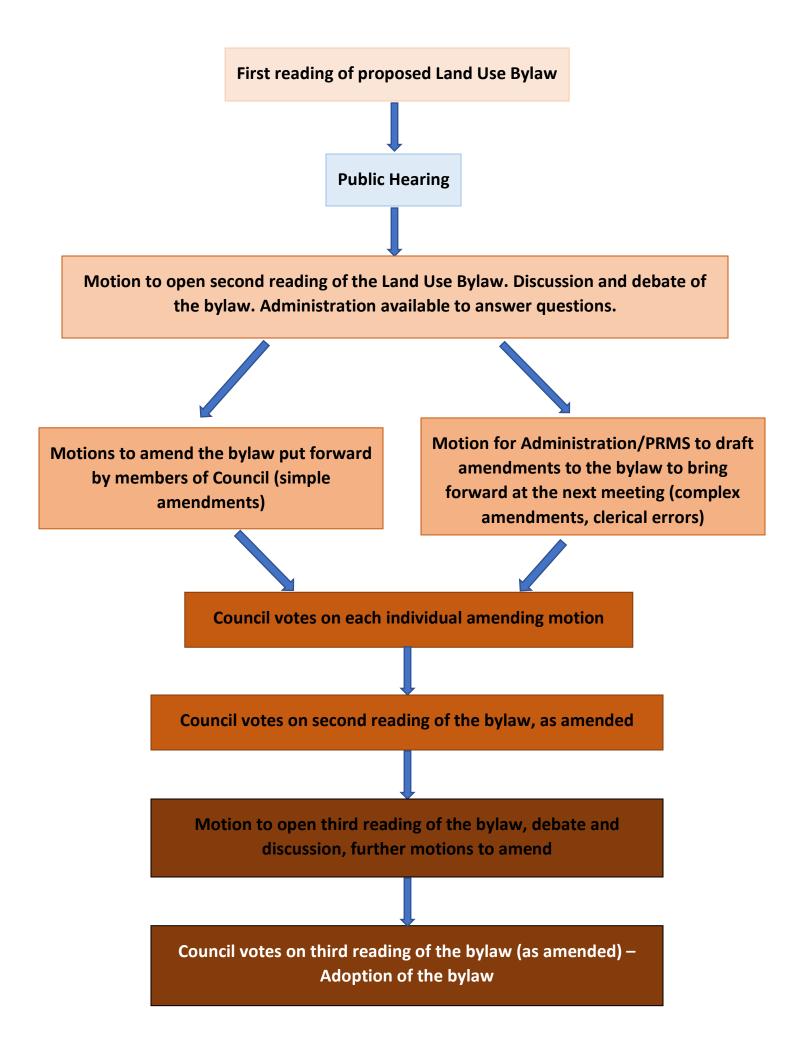




Attachment E







Disposal of Municipal Property

Date Approved by Council: Resolution:

Review Date: December Related Bylaw: N/A

Amendments:

STATEMENT:

The Village of Hussar requires a policy to formalize a process for the disposition of Municipal owned lands which meets the requirements as set out in the Alberta Municipal Government Act.

PURPOSE:

The purpose of this policy is to administer a fair and consistent formal process in the disposition of municipal owned land, and in doing so fulfilling its legislative mandate through meeting legal and statutory requirements for the disposition of Municipal lands.

1. **DEFINITIONS**

The following definitions shall apply within this policy:

- 1.1 **Appraisal** means an official valuation of property by an authorized person.
- 1.2 **Direct Sales** means the sale of municipal lands that has been initiated by the public.
- 1.3 **Land** includes all properties whether vacant land or land containing buildings.
- 1.4 Land Purchase Application Form (Schedule "A") means the form that contains purchase conditions as set out by the Municipality, purchaser's information, and purchase value. Form is to be completed and submitted to initiate the purchase process.
- 1.5 **Municipality** means the Municipal Corporation of the Village of Hussar "the Village"
- 1.6 **Public Sales** means the sale of lands that the Village is actively trying to dispose of.

2. POLICY

- 2.1 The disposal of municipal lands will be considered in the context of the overall policies of the municipality, including the Municipal Development Plan, Land Use Bylaw, and Strategic Plan
- 2.2 The sale of land may be initiated by either the Municipality or by an individual, company or organization that is interested in acquiring the land.
- 2.3 All matters related to the disposal of Municipal property shall meet the following requirements of the Municipal Government Act:
 - a. Municipal Government Act. Part 3. Division 8 Limits of Municipal Powers, Division of Lands Section 70
 - b. Municipal Government Act, Part 16 Requirements for Advertising Section 606

3. GENERAL RULES

3.1 The disposal of lands may take place through two separate methods. Public sale of land includes land that the Municipality knowingly and actively wants to sell. Direct sales include lands that are not actively advertised and that are initiated through the public. The Municipality shall proceed through the following process once it is prepared to sell its municipal lands.

4. PUBLIC SALES

- 4.1 Reference will be made to statutory documents including the Land Use Bylaw and Municipal Development Plan prior to consideration of, and advertising the sale of municipal property.
- 4.2 The Chief Administrative Officer, or designate, shall have an appraisal done on the subject property to assist in establishing a market value.
- 4.3 The Chief Administrative Officer, or designate, shall have prepared an information package(s) on the subject land(s) that includes the following:
 - a. A brief description of the subject land(s) (including the location, minimum sale price, zoning and any other relevant information)
 - b. Copy of the title and plan
 - c. Copy of relevant Zoning guidelines and Development Permit guidelines, if applicable
 - d. Copy of any covenants registered on the property.
 - e. Land Purchase Application form that is to be completed by the prospective purchaser.
- 4.4 The Municipal newsletter and website will be utilized to list Municipal owned lands that are being offered up for sale to the public.
- 4.5 The Chief Administrative Officer may have public notices published in local newspaper(s). The notice must include a description of the land or improvements, the nature and terms of the proposed disposition, and the process by which the land and/or improvements may be acquired.
- 4.6 The Chief Administrative Officer may utilize a Request For Proposal process to solicit interest for purchase of Municipal land for the purposes of sale and development of such land.
- 4.7 The Chief Administrative Officer may choose to market Municipal properties through local real estate companies.
- 4.8 Upon receiving Land Purchase Application form(s) the Chief Administrative Officer shall review any proposals received and prepare a report for Council.
- 4.9 All decisions on the disposal of municipally owned lands shall be made by Council.
- 4.10 The Chief Administrative Officer, or designate, shall provide a letter to the applicants informing them of the decision of Council.
- 4.11 Time period for land purchase processes shall take place within a 90 day time period.

5. DIRECT SALES

- 5.1 All inquiries made with regards to the purchase of municipally owned property shall be directed to the Chief Administrative Officer.
- 5.2 The Chief Administrative Officer shall prepare a report for Council which will include the Land Purchase Application form.

- 5.3 The Chief Administrative Officer shall include in the report information on the subject land(s) that includes the following:
 - a. A brief description of the subject land(s) (including the location, minimum sale price, zoning and any other relevant information)
 - b. Copy of the title and plan
 - c. Copy of relevant Zoning guidelines and Development Permit guidelines, if applicable
 - d. Copy of any covenants registered on the property.
 - e. Land Purchase Application form that is to be completed by the prospective purchaser.
- 5.4 Council will determine how they wish to proceed based on the terms of the offer. The applicant shall be notified once Council has considered the terms of the offer.
- 5.5 An opportunity may be afforded the applicant to make a presentation at the delegation session of a regularly scheduled Council meeting regarding his/her interest in the municipal lands.
- 5.6 If Council elects to sell the lands or improvements, the Chief Administrative Officer, or designate, shall have an appraisal done on the subject property to assist in establishing the fair market value price. Appraisal costs will be the responsibility of the purchaser as per the established fee within the Fees Bylaw.
- 5.7 Should Council agree with the price, the Chief Administrative Officer may be directed to proceed with the sale process.
- 5.8 A notice will be placed in the local newspaper for two consecutive weeks advising of the intended sale of the property.
- 5.9 During the two-week advertising period residents will be provided the opportunity to appeal the sale of land. Appeals must be in writing and identify the reason for the appeal. The appeal will be heard by the Chief Administrative Officer.
- 5.10 The successful purchaser must satisfy themselves as to any additional geotechnical or environmental investigative works that may be required. The Municipality will grant access to the site to conduct these investigations and any and all cost shall be the responsibility of the purchaser.
- 5.11 The Chief Administrative Officer, or designate, shall complete the sale agreement process upon satisfaction of matters related to conditions.

Village of Hussar LAND PURCHASE APPLICATION

Schedule "A"

Use this form if you are interested in purchasing land from the Village of Hussar. The information you provide is not an offer or a contract and does not constitute an interest in the land. The purpose of this form is to provide information to the Village of Hussar regarding a desire to purchase properties prior to the negotiation of a formal agreement of purchase and sale. The completion and submission of the form in no way obligates the applicant to purchase the property in question and is not in any way binding upon the Villag of Hussar. It is for information purposes only.

The Village of Hussar will review the form and contact the Purchaser to confirm whether or not the Village of Hussar will negotiate a formal Agreement of Purchase and Sale. The Village of Hussar reserves the right to negotiate with only those parties that the Village of Hussar so determines in its sole discretion. The Village of Hussar reserves the right to amend or abandon this listing without accepting any Land Purchase Application.

PURCHASER			
Purchaser or Purchasers Corporation (What is to appear on Title)*			
Contact Person			
Mailing Address			
Phone Number(s)			
Fax Number			
E-Mail			
*The purchaser Corporation registered on Title to the property must be either a registered Alberta Corporation or a corporation extra-provincial registered in Alberta. An assignment to another corporation will only be permitted prior to the date of waiver of satisfaction of Conditions Precedent. AN ASSIGNMENT WILL NOT BE PERMITTED SUBSEQUENT TO WAIVER OF SATISFACTION OF CONDITIONS PRECEDENT.			
REAL ESTATE BROKERAGE (IF REPRE	SENTED)**		
Associate Name & Brokerage			
Associate Phone Number(s)			
Fax Number			
E-Mail			
**if represented by a Real Estate Associate, a	all negotiations must take place through the Associate.		
PROPERTY REQUESTED	And the second s		
Legal			
Municipal (Civic Address)			
Total Purchase Price			
Deposit			
***A proposal letter is to be provided by the Village, after the selection of a suitable Purchaser (Section 4.10) *** 10% of the Total Purchase Price to be paid upon acceptance of the Village's proposal letter.			

#	ADDITIONAL TERMS & CONDITIONS		Completion Date
Date		Signed	

This information is collected under the authority of Section 4(c) of the Protection of Privacy Act (POPA) Statutes of Alberta, 2024 Chapter P-28.5 and for the purposed of property sale transactions within the Village of Hussar

It is protected by the privacy provisions of the Protection of Privacy $\mbox{\bf Act}$

Disciplinary Action Policy

Date Approved by Council: November 22, 2016 Resolution: 2016-11-22-04

Review Date: September Related Bylaw: N/A

Amendments: 2023-09-14-645

Purpose

The purpose of this policy is to provide guidelines of what is considered acceptable and unacceptable conduct and behaviour, and to provide for disciplinary action for employees when these guidelines are not met.

Guidelines

Employees are responsible for adhering to rules of conduct that are normally accepted as standard in a business or government enterprise.

Appropriate conduct and behaviour includes but is not limited to:

- Adherence to published policies, practices and procedures;
- Competent performance of all job duties assigned;
- Courtesy to and respect for co-workers, ratepayers, suppliers or any other person who deals with the Village in the conduct of its business;
- Wearing proper attire during working hours, appropriate to the job performed;
- Employees must not engage in, or condone behaviour which causes unnecessary mental or
 physical distress or loss of dignity, privacy or autonomy to a ratepayer, the general public,
 suppliers or other employees.

Those who, in good faith, report concerns of inappropriate or unacceptable conduct or behaviour will be protected by the Village of Hussar.

Inappropriate conduct and behaviour includes but is not limited to:

- Loitering or loafing;
- Leaving work early without permission;
- Using obscene or abusive language;
- Spreading malicious gossip or rumours;
- Creating or contributing to unsanitary conditions;
- Poor or careless work;
- Excessive personal use of telephones, cell phones or computer facilities.

Unacceptable conduct or behaviour includes:

• Harassing, threatening, intimidating or coercing any person at any time;

- Reporting to work or working while under the influence of alcohol, non-prescribed drugs, or prohibited substances;
- Perceived inappropriate comments directed at an individual related to the person's sex, sexual orientation, racial background, religion, or physical ability;
- Possession of guns, weapons or explosives except as specifically authorized in relation to an employee's duty;
- Unsafe driving of Village of Hussar vehicles;
- Theft, pilfering and/or falsification of Village of Hussar records;
- Threat of/or actual physical contact of any kind when here is a perception of physical violence;
- Sexual harassment of any kind include remarks or jokes causing embarrassment or offence, unwelcome solicitation or advance, suggestive or obscene comment or gestures, leering or physical touching, the display of sexually suggestive material, etc.
- Fighting;
- Not adhering to any written procedure, policy or bylaw of the Village or the laws of any other jurisdiction including federal and provincial legislation.

Disciplinary action may consist of the following, dependent upon the nature of the misconduct in question and the employee's record of past conduct.

- Verbal warning
- Written warning
- Suspension of duties without pay
- Termination

Suspension of duties or termination will be communicated in writing to the employee.

Allegations of misconduct or harassment against an employee will be dealt with by the CAO, unless the employee in question is the CAO.

Allegations of misconduct or harassment against the CAO will be dealt with by Council.

Upon the receipt of a complaint by either the CAO or Council, the individuals designated to deal with the complaint will speak to the individuals deemed responsible, directly identifying the problem, and seeking to resolve the concern.

If further action is required a formal inquiry to validate the complaint and appropriately deal with the issue will be initiated.

Need for further action or more stringent measures will be assessed and applied immediately or as soon as possible, taking into account the seriousness of the violation as well as any failure to cooperate in any investigation in relation to any violation.

Vexatious or frivolous accusations of inappropriate or unacceptable behaviour are considered another form of inappropriate interaction.

Vehicle Use Policy

Date Approved by Council: October 8, 2014 Resolution:

Review Date: September Related Bylaw: N/A

Amendments: 2016-11-22-04; 2019-07-11-132; 2024-09-12-996

Purpose

This policy has been adopted to provide guidelines for the use of Village owned vehicles and equipment. Only employees of the Village of Hussar are authorized to drive or operate Village of Hussar vehicles. This measure has been adopted to ensure the health and safety of our employees and the public at large and to protect the property and best interests of the municipality. This policy refers to all Village of Hussar owned vehicles and equipment where unauthorized operators are not covered under the Village of Hussar's insurance plan.

Guidelines

Only authorized employees of the Village of Hussar or authorized contractors are permitted to drive or operate Village of Hussar Vehicles.

Employees who have not gone through the authorization process as outlined below cannot use a Village of Hussar vehicle even if they are asked by the CAO.

The CAO may authorize a non-employee to drive or operate a Village of Hussar vehicle.

AUTHORIZATION OF USE

The Village of Hussar will only authorize employees in a management or public works position or an authorized contractor to drive Village of Hussar vehicles and equipment.

Employees and contractors are required to show proof of a government issued Driver's License and 3 year abstract prior to authorization. 3 Year driver abstracts need to be submitted every 2 years and will be reimbursed by the Village of Hussar. In the event of an emergency, contractors must provide proof of a valid government issued Drivers License to receive authorization from the CAO.

The Village of Hussar will note the expiry date of the employee's Driver's License and abstract and the employee must show proof of renewal before using the Village's vehicles after that date.

If for any reason an employee's Driver's License is revoked, suspended or restricted, it is mandatory that the employee notify the CAO immediately.

PERMITTED USE

Vehicles owned by the Village of Hussar may only be used for business relating to the Village of Hussar.

The CAO may authorize volunteers and contractors use of maintenance equipment on a case by case basis, including trailers and weed cutters.

VEHICLE USE

Employees of the Village of Hussar and contractors are responsible for operating Village of Hussar vehicles and equipment in a safe and responsible manner.

Employees of the Village of Hussar and contractors must know and abide by the Alberta Traffic Safety Act in the area in which they are operating a Village of Hussar vehicle.

It is mandatory that seat belts be used by all occupants of a Village of Hussar vehicle at all times.

Smoking will not be permitted in vehicles or equipment owned by the Village of Hussar.

Cell phone use will only be permitted if a vehicle is parked.

Any vehicle moving violations issued to the Village of Hussar as a result of the operation of Village owned vehicles will be the responsibility of the employee or contractor operating the vehicle at the time of the violation.

MAINTENANCE

Employees must maintain the cleanliness and general maintenance of Village of Hussar vehicles.

Employees must complete all safety and tracking logs as required by the Safety Policy.

Any repairs, deficiencies and general maintenance needs must be reported to the Public Works Foreman or CAO immediately.

The Public Works Supervisor is responsible for ensuring all repairs and maintenance are completed in a timely manner.

Village of Hussar

Request for Decision (RFD)

Meeting:	Regular Council
Meeting Date:	August 21, 2025
Title:	Organizational Meeting Date
Agenda Item Number:	6 a.
DACKCDOLIND/DICCLICC	IONI.
BACKGROUND/DISCUSSI	<u>ION:</u>
The post meeting date for (October would be Thursday October 9, 2025. Election date is October 20,
_	ast date to hold an organizational meeting. As per Section 192 of the
Municipal Government Act	
Widincipal Government Act	(MGA)
RECOMMENDATION:	
<u></u>	
1. Motion to hold our	organizational meeting on, 2025 at (time) in
Council Chambers.	
	s information at this time
'	

Village of Hussar

Request for Decision (RFD)

Meeting: Regular Council
Meeting Date: August 21, 2025

Title: Commercial Lot Purchase

Agenda Item Number: 6 b.

BACKGROUND/DISCUSSION:

Please see the attached appraisal for the commercial lot purchase requests.

Property 1:

Description of the subject land(s)

- Location: 121 Centre Street Hussar AB
- Cost of Appraisal \$2500+GST (approx.)
- Appraisal value TBD
- Legal Fees TBD
- Minimum sale price: TBD
- Zoning: Commercial

Copy of the title and plan/ Copy of any covenants registered on the property:

See attached

Copy of relevant Zoning guidelines and Development Permit guidelines

- See attached

Land Purchase Application form that is to be completed by the prospective purchaser.

- Waiting for a purchase price

Property 2:

Description of the subject land(s)

- Location: 110 2nd Ave E Hussar AB
- Cost of Appraisal \$700+GST (approx.)
- Appraisal value TBD
- Legal Fees TBD
- Minimum sale price: TBD
- Zoning: Commercial

Copy of the title and plan/ Copy of any covenants registered on the property:

- See attached

Copy of relevant Zoning guidelines and Development Permit guidelines

- See attached

Land Purchase Application form that is to be completed by the prospective purchaser.

- Waiting for a purchase price

Other notes:

- This property does have water/sewer and selling one of the 25' foot lots would probably make the other 25' lot difficult to sell in the future.

	Council must decide on a purchase price for both lots.
RECO	MMENDATION:
1.	Motion to post the property located at 121 Centre Street at \$ and notify the potential buyer as well as begin the process of following the Disposal of Municipal Property Policy.
2.	Motion to post the property located at 110 2 nd Ave E at \$ and notify the potential buyer as well as begin the process of following the Disposal of Municipal Property Policy.
3.	Motion to accept as information at this time

- ✓ Real Estate Appraisal
- ✓ Equipment Appraisal
- ✓ Insurance Appraisal
- ✓ Property & Business Consulting



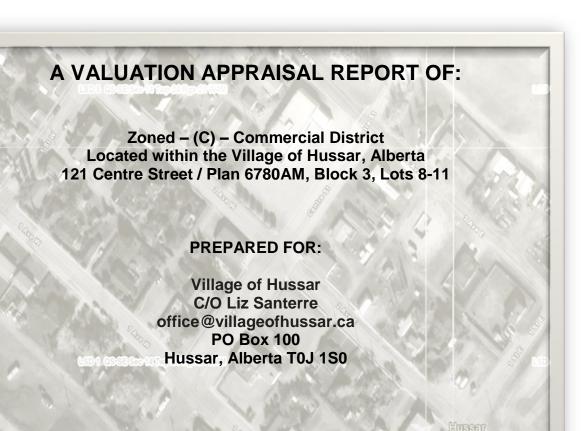
ABLE EVALUATIONS LTD.

Real Estate Appraisal and Consulting

33112 Range Road 280

Mountain View County, AB T4H 486

W: www.ableeval.com



COMPLETED AS OF:

August 5, 2025

Prepared by: Cam French, BBA, AACI, P. App Able Evaluations Ltd. 33112 Range Road 280 Mountain View County, Alberta T4H 4B6

Real Estate Appraisal ✓ Equipment Appraisal ✓ Insurance Appraisal ✓ Property & Business Consulting ✓



Your Professional Real Estate Appraisal Firm

August 5, 2025

Village of Hussar C/O Liz Santerre office@villageofhussar.ca PO Box 100 Hussar, Alberta T0J 1S0

RE: Appraisal Report File No. #25C471

121 Centre Street / Plan 6780AM, Block 3, Lots 8-11 All located within the Village of Hussar, Alberta

In response to your instructions and in accordance with the Canadian Uniform Standards of Professional Appraisal Practice, we have formed an opinion of the estimated market value of the above noted property. We confirm our understanding that the purpose of this appraisal report is to determine the estimated market value of the subject property to assist in **Determining a Possible Selling Price Only** for our client, the **Village of Hussar**. I have personally completed an inspection of the property and analyzed all available information considered pertinent to the valuation thereof. I am a licensed Appraiser under the Real Estate Act of Alberta.

In referencing the subject property, the following critical assumptions were made within this analysis:

- 1. There are no holding costs, sales commissions, market costs or any other costs deducted from the estimated value.
- 2. The GST is excluded in the value.
- 3. The encumbrances registered on the Title do not affect the estimated market value or marketability of the property.
- 4. All information obtained from Land Titles is true and accurate.
- 5. Parcel size and Land Use Classifications were obtained from the Village of Hussar and Land Titles and are believed to be true and accurate.
- 6. The subject property is being valued as though an uncontaminated site; free and clear of any impediments.
- 7. The subject property is assumed to have adequate municipal services available to the site.
- 8. The subject property consists of four vacant lots, each with approximate dimensions of 25.45 feet by 130 feet. Due to the limited development potential of the individual parcels, it is expected that the lots would be marketed and developed together as a single unit. The total combined area is estimated at 13,234 square feet, more or less. For the purposes of this appraisal, the four lots will be treated as a single parcel and collectively referred to as the subject property.

This appraisal must be considered in its entire full form and no part shall be considered separate from the entire report. This letter of transmittal MUST remain attached to the appraisal in order for the market value estimate to be considered valid. The sole intended user of this appraisal report is the Village of Hussar for the stated purpose and function. The use of this report by others is not intended and any liability in this respect is strictly denied. Able Evaluations Ltd. and the signing Appraiser assume no obligation, liability or accountability to anyone other than the intended users.

Based upon an inspection of the property on August 5, 2025, and the investigation and analysis undertaken, we have formed the opinion that as at August 5, 2025, subject to the Assumptions and Limiting Conditions contained herein, the estimated market value of the subject property is as follows;

FORTY FOUR THOUSAND DOLLARS (\$44,000) ROUNDED*

*As of the Effective Date of this appraisal, subject to the Assumptions and Limiting Conditions outlined within this report.

*Ongoing discussions with agents familiar with the market as well as a review of market evidence have indicated that properties like the Subject Property typically require a marketing period of 6 to 12 months depending on a variety of factors including its location, size, market conditions, and motivation of the vendor/purchaser. In consideration of these factors, it is concluded that for the subject property to sell at the market value estimated as of the Effective Date of this report, an exposure period of approximately 6 to 12 months would have been required.

This is an appraisal report that is based on relevant research and analysis and which details the results and conclusions of our inspection and investigations, the reasons supporting such conclusions and the final estimate of the market value as stated herein.

Yours truly,

Per:

Able Evaluations Ltd.

Cam French BBA, AACI, P. App

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EXECUTIVE SUMMARY



GENERAL INFORMATION

Effective Date: August 5, 2025

Municipality: Village of Hussar, Alberta

Estimated Highest and Best Use: See Highest and Best Use section of this report

Land Use Classification: Commercial District (C) (Land Use Bylaw No. 563-24)

Size of Land Parcel (Land Titles): 13,234 Sq. Ft. +/- (survey plan)

Property Rights: Fee Simple Estate Interest

Owners: THE VILLAGE OF HUSSAR.

OF BOX 100, HUSSAR, ALBERTA TOJ 1S0

OPINIONS / CONCLUSIONS

ESTIMATED MARKET VALUE:

FORTY FOUR THOUSAND DOLLARS (\$44,000) ROUNDED*

*As of the Effective Date of this appraisal, subject to the Assumptions and Limiting Conditions outlined within this report.

*Ongoing discussions with agents familiar with the market as well as a review of market evidence have indicated that properties like the Subject Property typically require a marketing period of 6 to 12 months depending on a variety of factors including its location, size, market conditions, and motivation of the vendor/purchaser. In consideration of these factors, it is concluded that for the subject property to sell at the market value estimated as of the Effective Date of this report, an exposure period of approximately 6 to 12 months would have been required.

FILE No. 25C471 VILLAGE OF HUSSAR ABLE EVALUATIONS LTD.

BASIS OF THE APPRAISAL

INTENDED USE and USER

The intended user of this appraisal is the **Village of Hussar** to assist in **Determining a Possible Selling Price Only**. Use of this report by any other party is not intended by the Appraiser and any liability in this respect is strictly denied.

PURPOSE of APPRAISAL ASSIGNMENT

The purpose of this appraisal is to estimate the market value in the fee simple interest of the subject property as at the Effective Date to assist in **Determining a Possible Selling Price Only**. The property has been valued on a cash equivalent basis.

Market value is defined as:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and the seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress"

Source: Canadian Uniform Standards of Appraisal Practice, (CUSPAP) January 1, 2024

PROPERTY RIGHTS APPRAISED

The property rights appraised in this report are those of the "Fee Simple" estate interest. Fee Simple ownership includes a "bundle of rights", which embraces the right to use the property, to sell it or to give it away. It also includes the right to refuse to take any of these actions. These rights and privileges are limited by powers of Government relating to taxation, eminent domain, police power and escheat.

EFFECTIVE DATE

The Effective Date of this appraisal report is August 5, 2025; the date the subject property was inspected.

SCOPE OF WORK

This report has been prepared subject to the Assumptions and Limiting Conditions which are listed within this report for the purpose of estimating the market value of the subject property as of the stated Effective Date.

Definitions and Sources

Four basic appraisal sources were referenced in the completion of this report:

- Canadian Uniform Standards of Appraisal Practice, (CUSPAP) effective January 1, 2024;
- The Dictionary of Real Estate Appraisal, third edition, Appraisal Institute of Canada © 1993;
- The Appraisal of Real Estate, third Canadian edition, Appraisal Institute of Canada © 2010.
- Basics of Real Estate Appraising, fourth edition, Appraisal Institute of Canada © 1995.

An Appraisal is defined as:

"A formal opinion of value expressed either in written or oral form that is prepared as a result of a retainer or an agreement and is intended to be relied upon by identified parties; and for which the Member assumes responsibility."

Source: Canadian Uniform Standards of Appraisal Practice, (CUSPAP) January 1, 2024

Reasonable Appraiser is defined as:

"A Member providing Professional Services within an acceptable standard of care and based on rational assumptions."

Source: Canadian Uniform Standards of Appraisal Practice, (CUSPAP) January 1, 2024

Reporting Format

This report was prepared in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) effective January 1, 2024, by the Appraisal Institute of Canada.

Physical Inspection

The subject property was inspected by Cam French, BBA, AACI, P. App on August 5, 2025 from adjacent lands and roadways or by traversing the land by vehicle or on foot. The writer is not qualified to inspect utility services such as gas or electrical supply, water services or sewage systems and therefore, no such inspection was performed by the writer of this report. Photographs were taken at the time of inspection and were used throughout this report.

Legal Matters

The Title was searched as part of the appraisal process and as of the Effective Date of this appraisal, there was one (1) known instrument registered on Title. A copy of the Title is included in the Addenda at the rear of this report.

The Subject Property encumbrances are summarized below:

No.	Registration Type	Registered By
3223AP	Caveat: Restrictive Covenant	Canadian Pacific Railway Company

Source is considered to be accurate.

For the purposes of this analysis, it is assumed that any legal interests registered against the property, or any known non-recorded legal interests do not to have a significant effect on the subject property's marketability or its market value. For greater certainty, a legal opinion should be solicited for a full explanation of the effects of these encumbrances. A copy of the subject property Title has been included in the Addenda at the rear of this report.

Comparable Search

The comparable indexes used in this report were drawn from files of Able Evaluations Ltd., the Real Estate Boards, other Realty Services, Government of Alberta Land Titles Office, Lenders, other Appraisal Firms, and private sales transaction information, amongst others. Details of the transactions have been verified by Title and document searches and through discussions with Realtors, Vendors and/or Purchasers, other Appraisers and various Land Officials.

Scope of Research

Information sources included the following, unless otherwise indicated in the report:

- The Client:
- The Municipality;
- Able Evaluations Ltd. information files and computer records;
- Government of Alberta Land Titles;
- Maps and/or plans provided by third parties;
- Pillar 9 Real Estate Boards;
- Realtors & other Appraisal firms;
- Published advertising and interviews.

While information from others is believed to be correct, accuracy cannot be guaranteed. Reasonable efforts have been made to verify the information used in this report.

Some of the photographs in this report were obtained from third party sources and are considered reliable. Unless otherwise stated herein, the author of this appraisal report did not verify the information, which the author believes to be correct and to comply with the Personal Information Protection and Electronic Documents Act (PIPEDA).

Appraisal Techniques

All of the traditional appraisal Approaches (Cost, Direct Comparison and Income) have been considered; however, only those believed to be most appropriate for the type of property and market have been applied.

Limitations

The Appraisal is limited to estimating (not "determining") the market value of the subject property as of the Effective Date and for the purpose specified. Market value is dynamic and fluctuates over time because of continually changing influences. Only market value (as defined) is estimated. Further, valuation of intangibles such as any business or "going concern" value is not included, unless otherwise stated.

Investigations

We did not complete any audits or investigations regarding site survey or soil qualities (see Assumptions and Limiting Conditions within this report). We have not carried out any soil tests or tests of subsurface material, nor have we carried out any type of environmental audit to assess any site contamination. It is assumed that there is and was no contamination of soil or water on the subject property or any environmental contamination emanating therefrom. Such contamination, depending upon the severity, could significantly discount the value of the subject property. We reserve the right to amend the value presented within this report if any new information is presented in the future.

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is contingent upon other, more general conditions which are listed in the **Assumptions and Limiting Conditions** within this report. All of the Limiting Conditions should be considered when reading this report, and if the reader does not fully concur with them, this report should not be used.

The certification that appears in this report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA), Canadian Uniform Standards of Professional Appraisal Practice ("CUSPAP") and the following conditions:

- 1. This report is prepared only for the client and authorized users specifically identified in this report and only for the specific use identified herein. No other person may rely on this report or any part of this report without first obtaining consent from the client and written authorization from the authors. Liability is expressly denied to any other person and, accordingly, no responsibility is accepted for any damage suffered by any other person as a result of decisions made or actions taken based on this report. Liability is expressly denied for any unauthorized user or for anyone who uses this report for any use not specifically identified in this report. Payment of the appraisal fee has no effect on liability. Reliance on this report without authorization or for an unauthorized use is unreasonable.
- 2. Because market conditions, including economic, social and political factors, may change rapidly and, on occasion, without warning, this report cannot be relied upon as of any date other than the effective date specified in this report unless specifically authorized by the author(s).
- 3. The author will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The property is appraised on the basis of it being under responsible ownership. No registry office search has been performed and the author assumes that the title is good and marketable and free and clear of all encumbrances. Matters of a legal nature, including confirming who holds legal title to the appraised property or any portion of the appraised property, are outside the scope of work and expertise of the appraiser. Any information regarding the identity of a property's owner or identifying the property owned by the listed client and/or applicant provided by the appraiser is for informational purposes only and any reliance on such information is unreasonable. Any information provided by the appraiser does not constitute any title confirmation. Any information provided does not negate the need to retain a real estate lawyer, surveyor or other appropriate experts to verify matters of ownership and/or title.
- 4. Verification of compliance with governmental regulations, bylaws or statutes is outside the scope of work and expertise of the appraiser. Any information provided by the appraiser is for informational purposes only and any reliance is unreasonable. Any information provided by the appraiser does not negate the need to retain an appropriately qualified professional to determine government regulation compliance.
- 5. No survey of the property has been made. Any sketch in this report shows approximate dimensions and is included only to assist the reader of this report in visualizing the property. It is unreasonable to rely on this report as an alternative to a survey, and an accredited surveyor ought to be retained for such matters.
- 6. This report is completed on the basis that testimony or appearance in court concerning this report is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to: adequate time to review the report and related data, and the provision of appropriate compensation. The Appraiser's fee is \$250.00 per hour + GST, plus a similar rate for review time, telephone discussions and preliminary interviews, amongst others. The minimum charge for a court appearance or for any other matter is \$2,500.00, plus expenses.
- 7. Unless otherwise stated in this report, the author has no knowledge of any hidden or unapparent conditions (including, but not limited to: its soils, physical structure, mechanical or other operating systems, foundation, etc.) of/on the subject property or of/on a neighbouring property that could affect the value of the subject property. It has been assumed that there are no such conditions. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the author. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be

- responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.
- 8. The author is not qualified to comment on detrimental environmental, chemical or biological conditions that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air which may include but are not limited to moulds and mildews or the conditions that may give rise to either. Any such conditions that were visibly apparent at the time of inspection or that became apparent during the normal research involved in completing the report have been noted in the report. It is an assumption of this report that the property complies with all regulatory requirements concerning environmental, chemical and biological matters, and it is assumed that the property is free of any detrimental environmental, chemical legal and biological conditions that may affect the market value of the property appraised. If a party relying on this report requires information about or an assessment of detrimental environmental, chemical or biological conditions that may impact the value conclusion herein, that party is advised to retain an expert qualified in such matters. The author expressly denies any legal liability related to the effect of detrimental environmental, chemical or biological matters on the market value of the property. We reserve the right to amend the values presented within this report if any new information is presented in the future
- 9. The analyses set out in this report relied on written and verbal information obtained from a variety of sources the author considered reliable. Unless otherwise stated herein, the author did not verify client-supplied information, which the author believed to be correct.
- 10. The term "inspection" refers to observation only as defined by CUSPAP and reporting of the general material finishing and conditions observed for the purposes of a standard appraisal inspection. The inspection scope of work includes the identification of marketable characteristics/amenities offered for comparison and valuation purposes only.
- 11. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work. The author has not confirmed that all mandatory building inspections have been completed to date, nor has the availability/issuance of an occupancy permit been confirmed. The author has not evaluated the quality of construction, workmanship or materials. It should be clearly understood that this visual inspection does not imply compliance with any building code requirements as this is beyond the professional expertise of the author.
- 12. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the CUSPAP and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The author acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the CUSPAP and in accordance with the author's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the author's privacy policy and in accordance with the PIPEDA.
- 13. The author has agreed to enter into the assignment as requested by the client named in this report for the use specified by the client, which is stated in this report. The client has agreed that the performance of this report and the format are appropriate for the intended use.
- 14. This report, its content and all attachments/addendums and their content are the property of the author. The client, authorized users and any appraisal facilitator are prohibited, strictly forbidden, and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.
- 15. Where the intended use of this report is for financing or mortgage lending or mortgage insurance, it is a condition of reliance on this report that the authorized user has or will conduct lending, underwriting and insurance underwriting and rigorous due diligence in accordance with the standards of a reasonable and prudent lender or insurer, including but not limited to ensuring the borrower's demonstrated willingness and capacity to service his/her debt obligations on a timely basis, and to conduct loan underwriting or insuring due diligence similar to the standards set out by the Office of the Superintendent of Financial Institutions (OSFI), even when not otherwise required by law. Liability is

- expressly denied to those that do not meet this condition. Any reliance on this report without satisfaction of this condition is unreasonable.
- 16. Written consent from the author and supervisor (if applicable) of this report must be obtained prior to all or any part of the content of this appraisal report can be used for any purpose by anyone other than our client; if he/she has paid for the report. The author's written consent and approval must also be obtained before the appraisal or any part of it can be conveyed to the public through advertising, public relations, news, sales or any other form of the media. A variety of other assumptions and subjective judgements are necessary in the valuation process and may specifically include comparative analyses of sales. These are made throughout the report where necessary and deemed appropriate.

Extraordinary Assumptions

An Extraordinary Assumption refers to a hypothesis (either supposed or unconfirmed), which, if not true, could alter the Appraiser's opinion and conclusions.

In this case and for the purpose of this report, no Extraordinary Assumptions were invoked.

Hypothetical Conditions

A Hypothetical Condition is something which is contradictory to what exists but is supposed for the purpose of analysis. Hypothetical Conditions are sometimes used when they are required for legal purposes of reasonable analysis or for purposes of comparison. Some common Hypothetical Conditions include improvements proposed for the future, exclusion of some or all existing improvements and prospective or retrospective appraisals. For every Hypothetical Condition, an Extraordinary Assumption is required.

In this case and for the purpose of this report, no Hypothetical Conditions apply.

Extraordinary Limiting Conditions

An Extraordinary Limiting Condition refers to a necessary modification or exclusion of a Standard Rule of Appraisal. Before accepting the assignment and invoking this Limiting Condition, the Appraiser has concluded that the scope of work applied will result in credible opinions and conclusions.

In this case and for the purpose of this report, no Extraordinary Limiting Conditions were invoked.

STATEMENT OF LIMITING CONDITIONS

We assume that:

- The legal description on the Title is correct.
- All the Land Surveys supplied by Alberta Registries are correct. No Legal Survey on our part was made, and we assume no responsibilities in this connection.
- There are no hidden or unapparent conditions of the property, subsoil, or structures that
 would render the property more or less valuable. No responsibility is assumed by the
 author of this report for such conditions or engineering that might be required to discover
 these factors.
- The information supplied to us by, the Village of Hussar, is deemed to be accurate.

Any information included in the Addenda of this report is only to act as aids in interpretation and no attempt has been made by the author to verify the accuracy of these.

We reserve the right to review all information, data, understandings and calculations included or referred to in this report and, if we consider it necessary, to revise our conclusions and/or opinion(s) in light of any new facts or conditions which, unknown to us, existed at any time prior to or at the date of issuance of this report, but which became known to us subsequent to the date of this report.

Possession of this report, or a copy thereof, does not carry with it the right of publication. All copyright is reserved to **Able Evaluations Ltd.** and is considered confidential as between the Appraiser and our client. It cannot be disclosed, quoted from or referred to, in whole or in part, or published in any manner without the express written consent of **Able Evaluations Ltd.**

The intended use of this appraisal report is to assist in **Determining a Possible Selling Price Only** for our client, the **Village of Hussar**.

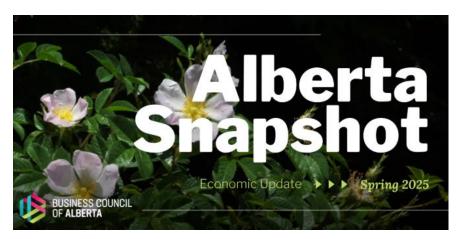
AREA MAP



REGIONAL INFORMATION

THE ALBERTA ECONOMY

Alberta Snapshot - Spring 2025 (businesscouncilab.com)



Alberta's economy slows as global challenges loom

Alberta's economy wasn't on rock-solid footing coming into 2025 but now is more clearly faltering. Most indicators—from jobs to investment to population growth—point to a cooling economy, and some warning lights are flashing. Recent private-sector forecasts that expected Alberta to grow at about 2% this year and next (leading all other provinces) are likely too optimistic.

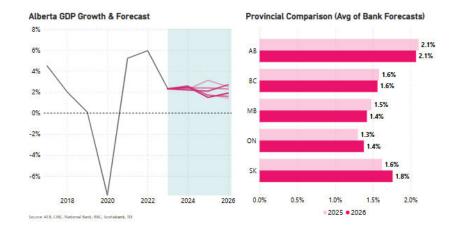
Global volatility and tariff uncertainty are to blame. We're living in a world where so much changes so quickly that economic forecasts are almost immediately out of date the moment they're published. Some organizations have even abandoned making traditional forecasts, opting to publish a range of possible scenario-based outcomes instead.

For Alberta, it's global volatility (especially in oil and gas) that's hitting harder than tariffs alone. Policy uncertainty is placing a drag on investment and hiring decisions in the energy industry and beyond. Even if things stabilize, it might be too late to avoid a major slowdown or recession.

Things could swiftly change.

The threat of a global recession is unusual in that it is human created—driven by tariffs from the US on the world and the world's response.

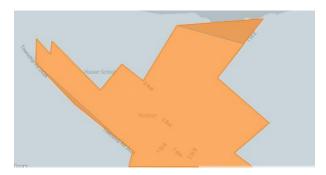
But given the pace and magnitude of recent disruptions, and the impact to global supply chains and commodity markets, even a rapid policy reversal may not be enough to fully restore investor confidence or restart hiring plans in the province.



VILLAGE OF HUSSAR / NEIGHBOURHOOD INFORMATION

From the following Websites:

<u>Hussar, Alberta - Wikipedia</u> https://regionaldashboard.alberta.ca/region/hussar/#/



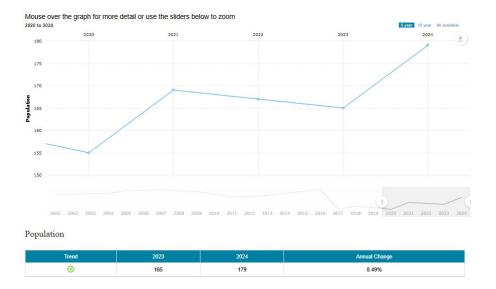
Nestled in southern Alberta within Wheatland County, the Village of Hussar is located along Highway 561, approximately 93 km east of Calgary and 55 km south of Drumheller. Incorporated on April 20, 1928, Hussar's roots trace back to 1913, when the Canadian Pacific Railway established a station in the area, spurring settlement and development.

The village's name, "Hussar," reflects its unique origins. In the early 1910s, a group of former German cavalry officers (hussars) founded a large farm nearby. However, with the outbreak of World War I, many of these original settlers returned to Germany or were interned, and few came back. After the war, lands owned by the German Canadian Farming Co. Ltd. were resold, paving the way for new waves of settlers, primarily of English, Irish, Scottish, and Danish descent. Many of their descendants still call Hussar home today.

Despite its modest size, Hussar offers a vibrant and close-knit community atmosphere, supported by a range of services and amenities:

- Hussar Campground (established in 1993) is a peaceful retreat surrounded by trees and overlooking Dead Horse Lake. It features powered and unpowered RV and tent sites, a playground, ball diamonds, a gazebo, and event shelters.
- The Hussar Community Hall is a hub for gatherings and celebrations, offering over 10,000 square feet of space. It includes a commercial kitchen, bar, stage, and dance floor, ideal for weddings, fundraisers, and community events.
- The Hussar & District Agricultural Society plays an active role in local recreation, supporting facilities like the hockey rink and curling rink, which are central to the village's sports and leisure activities.

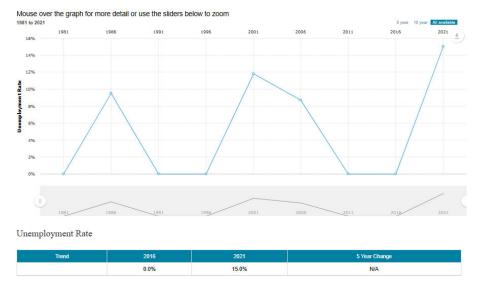
Demographics



In the 2024 Census of Population conducted by Statistics Canada, the Village of Hussar recorded a population of 179 a 8.49% change from is population of 165 in 2023.

In the 2016 Census of Population conducted by Statistics Canada, the Village of Hussar recorded a population of 190 living in 78 of its 87 total private dwellings, a change of 8% from its 2011 population of 176. With a land area of 0.75 km², it had a population density of 253.3/km² in 2016.

Economic Base



It was agriculture which first brought settlers to the Village of Hussar. Homesteaders wisely chose this region over a century ago for its ample rainfall and fertile soils. Today, agriculture is still a vital economic engine of the Villiage of Hussar. In addition, the region is blessed with an abundance of natural resources, which support thriving oil and gas and manufacturing sectors.

The main economic base of the region is <u>agriculture</u>. Modern farms produce the full variety of agricultural products. A prosperous rural population is engaged in grain, oilseed, beef, dairy, sheep, hogs, poultry and

horse enterprises. The urban centres provide extensive services and supplies to support the surrounding farmers.

<u>Oil & gas</u> is also important to the area. Every year, numerous wells are drilled and brought into production. Plants are built to process the vast quantities of natural gas under the ground in the region. Numerous pipelines transport these essential materials in Canada and throughout the United States. Many oil & gas support services have been established to service the industry.

PROPERTY IDENTIFICATION



Civic Address 121 Centre Street, Village of Hussar, Alberta

Legal Description PLAN 6780AM

BLOCK 3

LOTS 8 TO 11 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: VILLAGE OF HUSSAR

REFERENCE NUMBER: 821 120 069

<u>Land Title Certificate</u> Certificate No. 951 242 257 (One known instrument registered against this

property)

OWNERSHIP/SALES HISTORY

According to the Government of Alberta Land Titles document registered as 951 242 257, the subject's last Registered Owners, registration date was in October, 1995 for a Tax Forfeiture for an indicated value of \$7,500. The subject property is not known to have been listed or sold in the past three years. The Title is located in the Addenda, at the rear of this report.

The current registered owner is THE VILLAGE OF HUSSAR OF BOX 100, HUSSAR, ALBERTA T0J 1S0.

EXISTING USE

The subject property comprises four vacant lots located within the (C) Commercial District, with a combined estimated area of approximately 13,234 square feet, more or less, as per the Survey Plan.

LAND USE CLASSIFICATION

Information on Land Use Regulations was obtained from the Village of Hussar Land Use Bylaw No. 563-24. The subject property currently has a Land Use Classification of (C) Commercial District. A copy of relevant excerpts of the Land Use Bylaw is included in the Addenda, at the rear of the report.

Land Use Bylaws typically establish ranges of permitted and discretionary uses, in addition to development restrictions including such factors as maximum building heights, allowable densities, setback requirements, parking and loading limitations, signage restrictions, and other items.

ZONING SUMMARY

Municipality Governing Zoning Village of Hussar

Zoning Bylaw Number 563-24

Current Zoning (C) Commercial District

Permitted Uses The purpose of the (C) Commercial District is to provide

for commercial and retail developments serving the

Village and the surrounding rural areas. Yes

Is Current Use Legally Permitted?

Zoning Change Not likely

ZONING REQUIREMENTS

Conforming Use The existing improvements represent a conforming use

within this zone. Please see the Appendix for additional

information regarding the property zoning.

Minimum Yard Setbacks

Front (meters) 0 meters +/Rear (meters) 5 meters +/Side (meters) 0 meters +/-

Maximum Building Height 13.7 meters +/-

Maximum Floor Area Ratio (FAR) N/A

Source: Village of Hussar

Land Use Conclusions

Detailed zoning studies are typically performed by a zoning or land use expert, including attorneys, land use planners, or architects. The depth of analysis presented correlates directly with the scope of this assignment, and it considers all pertinent issues that have been discovered through our due diligence. Please note that this appraisal is not intended to be a detailed determination of compliance, as that determination is beyond the scope of this real estate appraisal assignment.

Based on our interpretation of the applicable land use/zoning bylaw, the property use appears to reflect a legally permitted conforming use. However, the authors are not technically qualified to confirm zoning compliance, and for greater certainty in this regard, written confirmation from the municipality and/or a qualified legal opinion should be obtained.

ASSESSMENT & PROPERTY TAXES

Property taxes in Alberta are to be assessed on market value of the property, except those properties that are farmland, machinery and equipment, linear property and railways.

The assessment information is from Village of Hussar.

Assessments (2025)

Class of Property Total Assessment Tax amount

Total <u>\$16,000</u> <u>N/A</u>

The 2025 property assessment is based on the Assessor's perceived market value of the subject property as of July 1, 2024, with consideration given to the characteristics and physical condition of the improvements on December 31, 2024. The value estimates contained herein may not be utilized for the purposes of an assessment appeal, as further research may be required.

The following pictures were taken on the date of inspection:







Centre Street







Gravel Lots



View southeast of south boundary

Topography and Drainage

The drainage appeared to be adequate at the time of inspection. The subject is at-grade with surrounding properties and along 2 Avenue East, Centre Street and the gravel laneway. The sub-soil is assumed to be similar to other lands in the area and suitable in drainage qualities and load bearing capacity to support the existing development.

Services

There are services such as municipal water, sewage, natural gas, power and telephone to the site. These site services are, for purposes of this report, assumed to be adequate for the existing development and in good working order and condition. The writer of this report is not qualified to comment on their adequacy or present condition.

Assemblage

When relevant to the assignment, CUSPAP requires that assemblage must be considered and analyzed as to the effect on value. In the instance of the subject property, assemblage is not considered to be a relevant factor, and therefore no analysis is deemed necessary.

Anticipated Public or Private Improvements

When relevant to the assignment, CUSPAP requires that anticipated public or private improvements must be considered and analyzed as to the effect on value. In the instance of the subject property, public or private improvements are not considered to be a relevant factor, and therefore no analysis is deemed necessary.

Personal Property

When relevant to the assignment, CUSPAP requires that personal property must be considered and analyzed as to the effect on value. In the instance of the subject property, personal property is not considered to be a relevant factor, and therefore no analysis is deemed necessary.

General Description and Size

The subject site is located on the south side of Centre Street and the south side of 2 Avenue East, at the intersection of 2 Avenue East and Centre Street, within the central quadrant of the Village. The subject is located in the main commercial district of the Village of Hussar.

The subject property comprises four vacant lots located within the (C) Commercial District with frontage on 2 Avenue East of 130' +/- and a depth of 101.80' +/- along Centre Street, for a gross site area of 13,234 Sq. Ft. +/- (Survey Plan).

Landscaping and Access

The subject property is situated in the central quadrant of the Village of Hussar, within the village's main commercial district. It is readily accessible via 2 Avenue East, with regional connectivity provided by Highway 561 and Highway 56. The surrounding area features a mix of land uses: commercial properties are located to the north, south, and west, while residential properties lie to the east. The site itself is primarily graveled, with patches of grass protruding through the gravel surface.

Vehicular access to the subject is directly off 2 Avenue East, Centre Street and the gravel rear laneway. 2 Avenue East is gravel with curbs, sidewalks and street lighting and Centre Street is paved with curbs, sidewalks and street lighting. The subject is considered to have average exposure and access from 2 Avenue East, Centre Street and the gravel laneway.

ANALYSIS AND CONCLUSIONS

HIGHEST AND BEST USE ANALYSIS

Background Information

"Highest and Best Use" is described in appraisal books as the foundation on which market value rests. The Highest and Best Use of a parcel of land is not determined through subjective analysis by the property owner, the Developer or the Appraiser but rather, the competitive forces within the market where the property is located, shape the Highest and Best Use. The analysis and interpretation of Highest and Best Use is therefore an economic study of market forces focused on the subject property.

Highest and Best Use is defined as:

"The reasonably probable use of Real Property, that is physically possible, legally permissible, financially feasible, and maximally productive, and that results in the highest value."

Source: Canadian Uniform Standards of Appraisal Practice, (CUSPAP) January 1, 2024.

Market forces such as supply, demand, ability to generate income and costs to reproduce, create market value. Therefore, the interaction between market forces and Highest and Best Use is of crucial importance. The general data that is collected and analyzed to estimate property values is also utilized by the Appraiser to formulate an opinion of the property's Highest and Best Use. The Highest and Best Use of the comparable properties (also referred to as indexes) should be the same or similar to that of the subject property being appraised, as it is land use or utility that influences value. This premise has been applied in respect of the market indexes utilized within this report.

There are four criteria that must be considered in the analysis of Highest and Best Use, for both vacant land as well as improved property:

- The use must be physically possible for the site given its size, shape, topography, soils and environmental conditions.
- The use must be **legally permissible** based on land use, any existing leases, easements, deed restrictions or subdivision controls, covenants and restrictions or other public or private limitations.
- The use must be financially feasible, producing a positive net financial or economic return to the owner of the site.
- Finally, the use must be the **maximally productive** use from among the financially feasible uses the use that will produce the greatest net return or result in the highest residual land value.

The tests of legal permissibility and physical possibility must be applied before the remaining tests of financial feasibility and maximum productivity. Financial feasibility and/or productiveness have no relevance to a site if the proposed use is not legally permitted or physically possible. In addition to these factors, the determined Highest and Best Use must be within the realm of probability: not speculative or conjectural. There must be demand for such a use and the use must provide the highest net return for the longest period of time.

Just as this report has an Effective Date for good reason, so must the Highest and Best Use have this Effective Date.

Two concepts of Highest and Best Use are presented:

i) Highest and Best Use of the Land or Site as Vacant

Among all reasonable alternative uses, the use that yields the highest present land value, after payments are made for labour, capital and co-ordination. The use of a property based on the assumption that the parcel of land is vacant, or can be made vacant by demolishing any improvements.

ii) Highest and Best Use of the Land as Improved

The use that should be made of a property as it exists. An existing property should be renovated or retained 'as is', so long as it continues to contribute to the total market value of the property; or, until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Highest and Best Use of the Land as though Vacant

1. Physical Possibility

The subject property comprises four vacant lots, each measuring approximately 25.45 feet by 130 feet. Given the limited development potential of the individual lots, it is anticipated that they would be sold and developed as a single package. The total combined area is approximately 13,234 square feet +/-. The combined site is regular in shape and generally at grade with the surrounding properties. There are no apparent physical deficiencies that would preclude typical development of the land.

2. Legal Permissibility

Legal restrictions that apply to the subject include public and private restrictions. With respect to public restrictions, the units fall under the Commercial District (C) (Land Use Bylaw No. 563-24) Land Use Guidelines for development within the context of the Bylaw. Subject to county planning approval, any other permitted or discretionary uses under the Commercial District (C) (Land Use Bylaw No. 563-24) Land Use Guidelines would be appropriate for the property. Given the parcel's existing Land Use Classification, development of the site would be of a commercial nature, precluding residential uses.

3. Financial Feasibility

Of the uses which could be physically and legally accommodated on the sites, the economics are such that some form of commercial development would likely provide the greatest monetary return to the land given current market demands and rent levels. Given the condition of the prevailing Alberta commercial market, in terms of vacancy and existing rent levels, it is felt that some form of commercial development would be economically feasible at this time.

4. Maximum Profitability

Given the physical attributes of the site, as well as permitted legal uses and financial feasibility of development, we are of the opinion that the development which would result in maximum profitability of the lands is of a commercial use.

Highest and Best Use of the Land As Vacant

Given the subject's location and surrounding developments, we are of the opinion that the Highest and Best Use of the subject site, as though vacant, would be some form of commercial development, consistent with the permitted and discretionary Land Use Guidelines under its current Land Use Classification Commercial District (C) (Land Use Bylaw No. 563-24).

Highest and Best Use of the Land as Improved

Impact of Existing Improvements

The subject property is considered to be a vacant development parcel or a holding property for future development therefore no further discussion is required.

VALUATION METHODOLOGY

Appraisal theory utilizes and recognizes three basic Approaches to value. In general, it is desirable to estimate value under different approaches and then reconcile these estimates into one final value; however, not every Approach is applicable to every property type. Each Approach must be considered in the appraisal process but only those that are applicable should be used.

- The Cost Approach is a set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of or replacement for the existing structure (s); deducting accrued depreciation from the reproduction or replacement cost and adding the estimated land value. This Approach is most applicable for the valuation of unique properties where direct comparisons are not readily available, and is most reliable when improvements are newer and depreciation can be more accurately estimated.
- The Direct Comparison Approach is a set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that are currently available on the open market, or have been recently sold. The Approach involves applying appropriate units of comparison, and making adjustments to the unit price indicators of the comparables based on the elements of comparison applied. The Direct Comparison Approach may be used to value improved properties, vacant land, or land being considered as though vacant. It is the most common and preferred method of land valuation when comparable sales data are available.
- The Income Approach is a set of procedures through which an Appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversions) into an indication of property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specific income pattern, return on investment, and change in the value of the investment. Alternately, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

One or more of the Approaches may not be applicable to a specific assignment, or may be less reliable due to the nature of the property, the needs of the client, or the available data.

The preceding Approaches are inter-related and each requires the gathering and analysis of sales, cost and income data that pertain to the property being appraised. In essence, all three Approaches to Value are Direct Comparison Approaches, since the data inputs are presumably market-derived.

To complete the valuation process, the Appraiser integrates the information drawn from market research and data analysis from the application of the Approaches to form value conclusions. An effective integration of all the elements in the process depends on the Appraiser's skill, experience and judgment.

DIRECT COMPARISON APPROACH

LAND VALUE ESTIMATE

Methodology

Techniques available for bare land valuation are:

- The Direct Comparison method is the most commonly used method of land valuation for this type of property, involving analysis of recent sales of similar properties. Properties most like the subject and sold most recently are given the most weight.
- The **Extraction** method yields a residual land value by taking the price of an improved comparable sale and deducting the value of the improvements by estimating their depreciated cost.
- The Allocation method uses a ratio of land value to property value as extracted from improved comparable sales, which is then applied to the sale price of the subject property to yield a residual land value.
- The **Subdivision Development** method is used when subdivision and development represent the Highest and Best Use of the parcel, and sales data on finished lots are available. This method is most often used when large undeveloped tracts of land are imminently developable for urban use.
- The Land Residual method takes into account the need of income to satisfy the factors of production, labour, coordination and capital. After these have been satisfied, the remaining income is capitalized to determine the value for the land.
- In the Ground Rent Capitalization method, ground rent is the amount paid for the right to use and occupy the land according to the terms of the ground lease. Ground rents can be capitalized at an appropriate rate to form an indicator of value. An alternative method involves discounting the anticipated rental income received over the holding period and the reversion (lump sum benefit) received on the termination of the investment.

Adjustment Approaches

There are two recognized methods of applying the adjustment process to comparables:

- The Quantitative technique, which involves making specified dollar or percentage adjustments to the sale price of a comparable. An adjustment is applied to each of the characteristics that affect the value of a comparable (i.e., location, market conditions, land use, etc.). This mathematical process results in an adjusted sale price for each of the comparables. Theoretically, the range of adjusted sale prices of the comparables should be narrower than the respective sale prices prior to the adjustment process.
- The **Qualitative** technique, which involves the relative comparison of a given sale to the subject without recourse to quantification. This process involves the determination of whether the comparable is superior, inferior, or similar to the subject for each of the characteristics that affect value. An "adjusted sale price" is not calculated from this adjustment method. Rather, each comparable is considered in its relationship with the subject, and an overall superior, inferior or similar adjustment is applied to the comparable without expressing a dollar or percentage amount.

Methods and Techniques Applied

In the instance of the subject property and given the availability of a number of bare land comparable sales, the Direct Comparison Method will be used to derive the estimate of the land value in its current state.

The Qualitative technique has been utilized to adjust comparable indexes in this report.

LAND COMPARABLES

The following indexes have been identified and are considered to provide parameters from which the bare land value of the subject property can be estimated. These indexes are then summarized, analysis provided, and a final correlation and estimate of the bare land market value is developed for the properties. Note that the pictures were not taken by the writer of this report, as they may not properly reflect the current conditions of the property as of its sale date. Also, the aerial photographs are considered to be somewhat dated and were only used to illustrate the composition of the Land Indexes.

Land Index 1 438 1 Avenue

Overview

Municipality: Town of Bassano

Category: Development parcel

Sale Date: 04/2024

Sale Price: \$50,625

Sale Price Per Sq. Ft.: \$2.25 +/-



Site Description

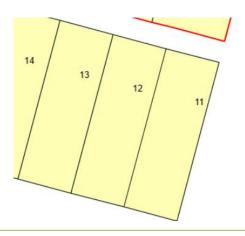
Use: Commercial / Industrial

development parcel

Lot Size: 22,540 Sq. Ft. +/-

Exposure / Access: Average / good

Zoning: Industrial – (I)



Legal Description

Plan 3872T Block 3 Lot 11-13

Remarks

Commercial / industrial lot located in the Town of Bassano within the main downtown commercial district. This property has average exposure. Municipal water and sewage is available to the site.

Land Index 2 423 2 Avenue

Overview

Municipality: Town of Bassano

Category: Development parcel

 Sale Date:
 09/2024

 Sale Price:
 \$20,000

Sale Price Per Sq. Ft.: \$5.33 +/-



Site Description

Use: Commercial development

parcel

Lot Size: 3,750 Sq. Ft. +/-

Exposure / Access: Average / good

Zoning: Main Street Commercial -

(C1)



Legal Description

Plan 3872T Block 3 Lot 6

Remarks

Commercial lot located in the Town of Bassano within the main downtown commercial district. This property has average exposure. Municipal water and sewage is available to the site.

Land Index 3 208 & 212 1 Avenue East

Overview

Municipality: Village of Hussar

Category: Development parcel

 Sale Date:
 04/2024

 Sale Price:
 \$95,000

Sale Price Per Sq. Ft.: \$4.87 +/-



Site Description

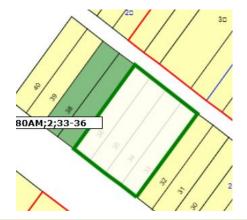
Use: Commercial development

parcel

Lot Size: 19,500 Sq. Ft. +/-

Exposure / Access: Average / good

Zoning: Commercial District – (C)



Legal Description

Plan 6780AM Block 2 Lot 33 to 38

Remarks

Commercial lot located in the Village of Hussar south of the main downtown commercial district. This property has average exposure. Municipal water and sewage is available to the site. At the time of the sale, there was a shed on site constructed in 1926 that was expected to contribute \$5,000 to \$10,000 to the overall property.

Land Index 4 136 1 Avenue East

Overview

Municipality: Village of Hussar

Category: Development parcel

Listing Date: 12/2024 Listing Price: \$31,500

Listing Price Per Sq. Ft.: \$4.85 +/-



Site Description

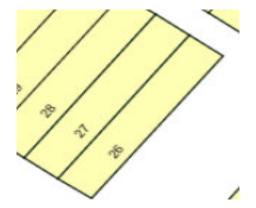
Use: Commercial development

parcel

Lot Size: 6,500 Sq. Ft. +/-

Exposure / Access: Average / good

Zoning: Commercial District – (C)



Legal Description

Plan 6780AM Block 2 Lot 33 to 38

Remarks

Current listing of a commercial lot located in the Village of Hussar south of the main downtown commercial district. This property has average exposure. Municipal water and sewage is available to the site. This property has been on the market for 225 days +/-.

Comparable Land Index Sur	n m arv			
Comparable Land Index Sur	iiiiai y			
	Index 1	Index 2	Index 3	Index 4
Municipality	Town of Bassano	Town of Bassano	Village of Hussar	Village of Hussar
Civic Address	438 1 Avenue	423 2 Avenue	208 & 212 1 Avenue E	136 1 Avenue E
Above Grade Size (Sq. Ft. +/-	22,540	3,750.00	19,500.00	6,500.00
Date of Sale	04/2024	09/2024	04/2024	Current Listing
Sale/Listing Price	\$50,625	\$20,000	\$95,000	\$31,500
Zoning	1	C1	С	С
Indicated Price Sq. Ft. +/-	\$2.25	\$5.33	\$4.87	\$4.85
Adjustment Grid				
Real Property Rights	Similar	Similar	Similar	Similar
Adjustment	Nil	Nil	Nil	Nil
Terms of Finance	Similar	Similar	Similar	Similar
Adjustment	Nil	Nil	Nil	Nil
Conditions of Sale	Similar	Similar	Similar	Listing
Adjustment	Nil	Nii	Nil	-
Market Conditions	Similar	Similar	Similar	Similar
Adjustment	=	=	=	=
Other Adjustments:				
Location / Exposure	-	-	+	+
Zoning	=	=	=	=
Lot Size	+	-	+	_
Access / services	=	=	=	=
Improvements	=	=	-	=
Indicated Price Sq. Ft. +/-	\$2.25	\$5.33	\$4.87	\$4.85
Subject's Indicated Value	Higher	Low er	Low er	Low er

The adjustment chart summarizes each element of comparison and the adjustments applied. Categories marked with a Nil or an equal (=) sign indicate that the properties under analysis are similar to the Land Index, or that no adjustment was considered necessary. A positive (+) adjustment, or a negative (-) adjustment respectively indicates that the appropriate adjustment is required to reflect for perceived differences between the subject property under analysis and the Land Index.

The preceding four indexes were chosen to identify the market value parameters within which the subject property is estimated to fall. The Land Indexes consist of three sales and one current listing. Emphasis was placed on selecting sales somewhat similar in composition, size, use and location to the subject property. Although there are limited recent reported sales of similar properties within the subject's region, the sales utilized were considered supportive in estimating the market value of the subject property.

The value range in sale price per sq. ft. is from a low of \$2.25 +/- to a high of \$5.33 +/-, before any adjustments are applied.

Property Rights

The property rights appraised in this report are those of the "Fee Simple" estate interest. Fee Simple ownership includes a "bundle of rights", which embraces the right to use the property, to sell it or to give it away. It also includes the right to refuse to take any of these actions. These rights and privileges are limited by powers of Government relating to taxation, eminent domain, police power and escheat. All four indexes have the same property rights as the subject property.

Financing

The three sales were acquired on an "all cash" basis or with market-based financing. No adjustments were required.

Time and Motive

The Land Indexes consist of three sales which occurred during the period of April, 2024 (oldest Land Index) through to September, 2024. A review of sales published by the Pillar 9 Real Estate Board appear to indicate that commercial/industrial land within the subject property's region appears to have been relatively stable over the past few years. There are very limited known arms-length sales of similar properties located within the Village of Hussar with similar exposure which makes it extremely difficult to determine an appropriate percentile adjustment that could reasonably be applied to the Land Indexes used within this analysis. Discussions with other local professionals such as local Realtors and Appraisers

have also indicated that sale prices of commercial/industrial land within the subject's region have been stable. As such, no time adjustment appears to be warranted.

Adjustments for motivation are typically very difficult to quantify. A situation where motivation could be a factor would relate to a vendor who is under duress to effect a relatively quick sale. Under this type of circumstance, a value below market could be yielded. Conversely, a circumstance where a purchaser was strongly motivated to acquire lands could result in a value above market being obtained. In essence, such adjustments can only be ascertained through discussions with individuals involved in the transaction and in turn, such sales must be contrasted to other market activity.

The three comparable sales have been thoroughly reviewed for any motivating factors that may have influenced the sale prices. Each transaction appears to represent a typical, arm's-length sale with no unusual conditions or external influences noted. Additionally, Land Index #4 is a current listing that has been on the market for approximately 225 days, which may suggest it is priced above what the current market considers reasonable.

Location & Exposure

All four Land Indexes used within this analysis required some form of location adjustment.

Indexes #1 & #2 are located within the Town of Bassano. This is considered to be a superior marketplace compared to that of the subject property and is thought to require negative adjustments.

Indexes #3 and #4 are both located in the Village of Hussar, similar to the subject property. However, they are considered to have slightly inferior locations compared to the subject, which benefits from a more central position on Center Street within the village. Positive adjustments are required.

Zoning

All four Indexes are thought to have somewhat similar permitted and discretionary uses within their Land Use Designations.

Lot Size

To account for variances in parcel size, it has been the experience of the Appraiser that when adjusting for site sizes, smaller parcels suitable for similar usage would traditionally be adjusted accordingly with negative adjustments on a price per sq. ft. basis, when considering the Law of Diminishing Returns. Larger parcels suitable for similar usage should have a positive adjustment on a price per sq. ft. basis.

Indexes #1 & #3 have much larger lot sizes compared to that of the subject property requiring positive adjustments on a price per sq. ft. basis.

Indexes #2 & #4 have much smaller lot sizes compared to that of the subject property requiring negative adjustments on a price per sq. ft. basis.

Access / services

Land Indexes #1 to #4 all have municipal services in place, have direct developed paved road frontage, power and natural gas available at their property line and all four Land Indexes have good visual exposure from a main roadway.

An adjustment process was undertaken to relate the sales information to the subjects. These adjustments are mathematical changes to basic data to facilitate comparison. Percentage adjustments have been utilized where individual differences between the indexes and the subject were apparent and are expressed in terms of plus or minus amounts. This process assumes a causal relationship among the various factors for which adjustments are made, and by its very nature, is somewhat subjective. Adjustments are applied by relating the index to the subjects; that is, if the index is superior in a specific attribute, then a negative adjustment is required. Conversely, if the index is inferior, then a positive adjustment is indicated.

Adjustments are applied in a sequential order with motivational and time adjustments applied first, followed by subsequent adjustments for location, size and etcetera. Following these adjustments, the new value range is from a low of \$2.48 +/- per sq. ft. to a high of \$3.92 +/- per sq. ft. The average of the adjusted range was \$3.30 per sq. ft. +/-.

Based on all available information; the location, size, exposure and access to the subject property, amongst others, it is felt that an appropriate market value of the subject property is as follows;

	Sq. Ft.		\$ / Sq. Ft.	
Lot Size	13,234	<u>a</u>	\$3.30	\$43,672
TOTAL				\$43,672
TOTAL (Rounded)				\$44,000

ESTIMATED MARKET VALUE:

FORTY FOUR THOUSAND DOLLARS (\$44,000) ROUNDED*

*As of the Effective Date of this appraisal, subject to the Assumptions and Limiting Conditions outlined within this report.

*Ongoing discussions with agents familiar with the market as well as a review of market evidence have indicated that properties like the Subject Property typically require a marketing period of 6 to 12 months depending on a variety of factors including its location, size, market conditions, and motivation of the vendor/purchaser. In consideration of these factors, it is concluded that for the subject property to sell at the market value estimated as of the Effective Date of this report, an exposure period of approximately 6 to 12 months would have been required.

EXPOSURE ANALYSIS & FINAL ESTIMATE OF VALUE

EXPOSURE TIME

Exposure time may be defined as:

"The estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at the estimated value on the Effective Date of the appraisal. Exposure time is backward-looking"

Source: Canadian Uniform Standards of Appraisal Practice, (CUSPAP) January 1, 2024

Exposure Time is a retrospective function of asking price, property type, and past market conditions and encompasses not only adequate, sufficient and reasonable time, but also adequate, sufficient and reasonable marketing effort. Exposure time is a necessary element of a market value definition but is not a prediction of a specific date of sale.

In practice, the exposure time assumes the following:

- The property was extensively marketed. Potential purchasers could inspect the property at will.
- The owner provided interested agents with any and all relevant property information.
- Negotiations of any offers to purchase were performed in a timely manner.
- The property was maintained at a physical status equivalent to its present condition.
- Market level financing was readily available.
- The seller was not under duress.

Ongoing discussions with agents familiar with the market as well as a review of market evidence have indicated that properties like the Subject Property typically require a marketing period of 6 to 12 months depending on a variety of factors including its location, size, market conditions, and motivation of the vendor/purchaser. In consideration of these factors, it is concluded that for the subject property to sell at the market value estimated as of the Effective Date of this report, an exposure period of approximately 6 to 12 months would have been required.

FINAL ESTIMATE OF VALUE

Based on the data, analyses and conclusions contained within this report, the estimated market value of the subject property as of August 5, 2025 is as follows:

ESTIMATED MARKET VALUE:

FORTY FOUR THOUSAND DOLLARS (\$44,000) ROUNDED*

*As of the Effective Date of this appraisal, subject to the Assumptions and Limiting Conditions outlined within this report.

*Ongoing discussions with agents familiar with the market as well as a review of market evidence have indicated that properties like the Subject Property typically require a marketing period of 6 to 12 months depending on a variety of factors including its location, size, market conditions, and motivation of the vendor/purchaser. In consideration of these factors, it is concluded that for the subject property to sell at the market value estimated as of the Effective Date of this report, an exposure period of approximately 6 to 12 months would have been required.

CERTIFICATION

RE: 121 Centre Street Located within the Village of Hussar, Alberta

Cam French BBA, AACI, P. App certify to the best of my knowledge and belief that:

- the statements of fact contained in this report are true and correct;
- there was no conflict of interest in completing this assignment and all work has been done objectively and independently;
- the reported analyses, opinions and conclusions are limited only by the reported Assumptions and Limiting Conditions and are the personal, impartial and unbiased professional analyses, opinions and conclusions of the signatories;
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved;
- I have no bias with respect to the properties that are the subject of this report or to the parties involved with this assignment;
- My engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of the value estimates, or a conclusion favoring the client:
- My analyses, opinions and conclusions were developed and this report has been prepared in conformity with the Canadian Uniform Standards of Professional Appraisal Practice;
- I have the knowledge and experience to complete the assignment competently;
- no one provided significant professional assistance to the person(s) signing this report;
- as of the date of this report, the undersigned has fulfilled the requirements of the Appraisal Institute of Canada Mandatory Recertification Program for designated members;
- Cam French BBA, AACI, P. App is a licensed Real Estate Appraisers in the Province of Alberta
- Cam French BBA, AACI, P. App personally inspected the property on August 5, 2025.
- Cam French BBA, AACI; P. App is a member in good standing of the Appraisal Institute of Canada;
- this report is completed on the basis that testimony or appearance in court is not required as a
 result of this appraisal. If this is a requirement, adequate time to review the appraisal report and
 data related thereto and the provision of appropriate compensation must be agreed upon;
- the purpose of this assignment was to estimate the market value of the property described within the content of this report; and
- the function of this appraisal is to provide a professional opinion as to the monetary consideration and estimated market value of the subject property.

Yours truly,

Per:

Able Evaluations Ltd.

Cam French BBA, AACI, P. App

Appraiser Qualifications



Your Professional Real Estate Appraisal Firm CAMERON FRENCH, BBA, AACI, P. App

PROFESSIONAL ACHIEVEMENTS:

- Successfully fulfilled all requirements as set by The Appraisal Institute of Canada's Mandatory Recertification Program for designated members;
- Designated AACI; P. App in good standing with the Appraisal Institute of Canada.

AREAS OF CONCENTRATION

- Real Estate Appraisals
- Agricultural Economics
- Farm Finance and Management

- Land Use Impacts
- Litigation Support

SUMMARY OF QUALIFICATIONS:

As an AACI, P. App designated member in good standing with the Appraisal Institute of Canada, I have over 21 years of appraisal experience within western Canada, specializing in the Central Alberta Region. Throughout my career, I have gained invaluable experience, focusing on Real Estate Appraisals, Appraisal Review, Feasibility, Highest and Best Use Studies, Site Selection Analysis, Research, Property Sales, Due Diligence, Appraisal Review, Expropriation, Surface Rights, Consulting and Land Use Planning and Law. My assignments have included both Residential and ICI Appraisals.

Examples of my appraisal experience include:

- Farms, Ranches, and Acreages
- Services Stations
- Development Land
- Expropriation
- Surface Rights
 Apartment Complexes
- RV and Mobile Home Parks
- Feed Lots, Cattle Operations
- Restaurants/Lounges
- Hotels, Motels, etc.
 Industrial Properties
- Supply Management Facilities
- Churches
- Campgrounds
- Golf Courses
- Municipal Buildings

EDUCATION

Valuation for Financial Reporting Certificate University of British Columbia Vancouver, British Columbia, Canada

Machinery and Equipment Valuation University of British Columbia Vancouver, British Columbia, Canada

AACI, P. App (Accredited Appraiser Canadian Institute) Appraisal Institute of Canada Ottawa, Ontario, Canada

Lease Analysis University of British Columbia Vancouver, British Columbia, Canada Real Estate Law Basics University of British Columbia Vancouver, British Columbia, Canada

AIC Post-Graduate Certificate in Real Property Valuation University of British Columbia Vancouver, British Columbia, Canada

Bachelor of Business Administration Acadia University Wolfville, Nova Scotia, Canada

ADDENDA

CERTIFICATE OF TITLE



LAND TITLE CERTIFICATE

s

LINC SHORT LEGAL TITLE NUMBER 0018 779 158 6780AM;3;8-11 951 242 257

LEGAL DESCRIPTION PLAN 6780AM BLOCK 3

LOTS 8 TO 11 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: VILLAGE OF HUSSAR REFERENCE NUMBER: 821 120 069

REGISTERED OWNER(S)

REGISTRATION DATE (DMY) DOCUMENT TYPE VALUE CONSIDERATION _____

951 242 257 24/10/1995 NOTIFICATION OF \$7,500 TAX FORFEITURE

MUNICIPAL ACQUISITION

OWNERS

THE VILLAGE OF HUSSAR. OF BOX 100, HUSSAR, ALBERTA TOJ 1SO

ENCUMBRANCES, LIENS & INTERESTS

REGISTRATION

NUMBER DATE (D/M/Y) PARTICULARS

3223AP . 28/09/1912 CAVEAT

RE : RESTRICTIVE COVENANT

CAVEATOR - CANADIAN PACIFIC RAILWAY COMPANY.

"LOTS 8, 9 & 10"

TOTAL INSTRUMENTS: 001

(CONTINUED)

PAGE 2 # 951 242 257

THE REGISTRAR OF TITLES CERTIFIES THIS TO BE AN ACCURATE REPRODUCTION OF THE CERTIFICATE OF TITLE REPRESENTED HEREIN THIS 7 DAY OF AUGUST, 2025 AT 10:26 A.M.

ORDER NUMBER: 54493421

CUSTOMER FILE NUMBER:



END OF CERTIFICATE

THIS ELECTRONICALLY TRANSMITTED LAND TITLES PRODUCT IS INTENDED FOR THE SOLE USE OF THE ORIGINAL PURCHASER, AND NONE OTHER, SUBJECT TO WHAT IS SET OUT IN THE PARAGRAPH BELOW.

THE ABOVE PROVISIONS DO NOT PROHIBIT THE ORIGINAL PURCHASER FROM INCLUDING THIS UNMODIFIED PRODUCT IN ANY REPORT, OPINION, APPRAISAL OR OTHER ADVICE PREPARED BY THE ORIGINAL PURCHASER AS PART OF THE ORIGINAL PURCHASER APPLYING PROFESSIONAL, CONSULTING OR TECHNICAL EXPERTISE FOR THE BENEFIT OF CLIENT(S).

LAND USE BYLAW INSERT

8.6 COMMERCIAL DISTRICT (C) LAND USE RULES

8.6.1 Purpose:

The purpose and intent of this District is to provide for commercial and retail developments serving the Village and the surrounding rural areas.

8.6.2 Permitted Uses:

List of permitted uses:

(a)	Bus Terminal	(j)	Personal Service Shop
(b)	Clinic	(k)	Pet Care Service
(c)	Community Recreational Facility	(1)	Pet Store
(d)	Convenience Store	(m)	Public or Quasi- Public Structures, Installation and Facilities
(e)	Cultural Establishment	(n)	Public Utility Building
(f)	Eating Establishment	(o)	Recreational Vehicle
(g)	Essential Public Service	(p)	Retail Store
(h)	Hotel/Motel	(q)	Shopping Centre
(i)	Parking Lot	(r)	Worship facility

8.6.3 Discretionary Uses:

List of discretionary uses:

(a)	Accessory Building	(m)	Dwelling, Accessory Residential *See additional requirements below
(b)	Alternative Health Care Services	(n)	Kennel Boarding & Breeding
(c)	Amusement Centre	(o)	Intensive Vegetative Operation
(d)	Auto Body & Paint Shop	(p)	Liquor Store
(e)	Automotive Repair and Service Shop	(q)	Gas Bar
(f)	Automobile Vehicle Sales	(r)	Renewable Energy Systems
(g)	Billboards	(s)	Service Station
(h)	Car Washing Establishment	(t)	Signs
(i)	Child Care Facilities	(u)	Small Wind Energy System
(j)	Communication structure	(v)	Storage
(k)	Demolition	(w)	Tradesman's Shop
(I)	Drinking Establishment		

Village of Hussar Land Use Bylaw

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- 8.6.4 In addition to the general land use provisions contained in Part 7, the following provisions as contained within Section 8.6.5 to Section 8.6.11 shall apply to every development in this District.
- 8.6.5 The minimum requirement for the area of a site in the Commercial District is 302m2 (3250.7sq ft)
- 8.6.6 The minimum requirement for the width of a site in the Commercial District is 7.6m (24.9ft).
- 8.6.7 There is no minimum requirement for a front yard in the Commercial District.
- 8.6.8 The minimum requirement for a rear yard in the Commercial District is 5m (16.4ft).
- 8.6.9 The minimum requirement for a side yard adjacent to a Residential District in the Commercial District is 3m (9.8ft) with no side yard required for all other locations.
- 8.6.10 The maximum limit for the height of buildings in the Commercial District is 9m (29.5ft) unless otherwise approved for a specific use that requires a greater height at the discretion of the Municipal Planning Board.
- 8.6.11 All development in the Commercial District shall require screening as follows:
 - all sites abutting a Residential District shall be screened from the view of the Residential District to the satisfaction of the Development Authority;
 - all apparatus on the roof shall be screened to the satisfaction of the Development Officer; and
 - all outside storage of material or equipment shall be enclosed from view from roadways and park reserve to the satisfaction of the Development Officer.
- 8.6.12 Dwelling, Accessory Residential Accommodation shall be subordinate to the principal commercial use of the building.
- 8.6.13 In examining any proposed use for this District, due regard shall be paid to the compatibility of the proposed use with existing use on or adjacent to the site.
- 8.6.14 The exterior finishing materials of the proposed development must be in accordance with the approved plans.
- 8.6.15 Notwithstanding any other provision of this Bylaw, the Development Officer may allow a building to be occupied by a combination of one or more uses listed for this District and each use shall be considered as a separate use.

Additional Requirements - Dwelling, Accessory Residential:

8.6.16 Must be situated above, under, or in the back of a commercial business in the Commercial District.

Village of Hussar Land Use Bylaw

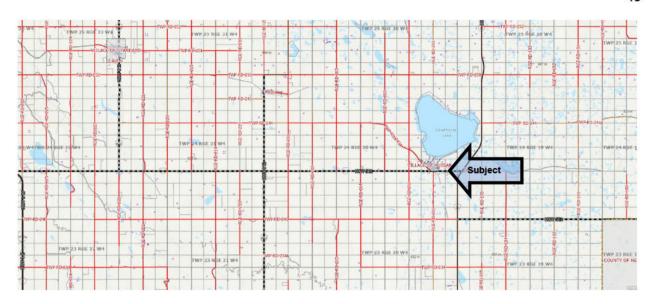
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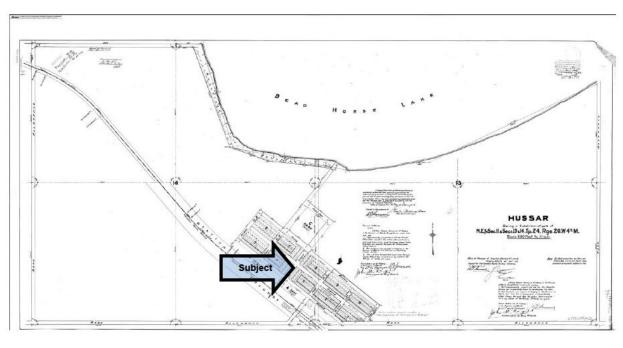
8.6.17 Residential unit must maintain its own access and egress and must meet the parking requirements for Dwelling, Accessory Residential in Section 7.5 of this bylaw.

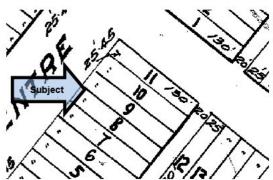
Village of Hussar Land Use Bylaw

Page 78 of 89

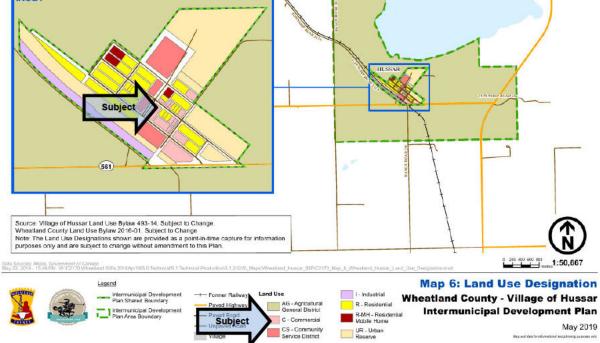
MAPS











Property Assessment OBJECTID: 65531 V

Provincial LINC: 18779158 Lot/Block/Plan: 10,11,8,9/3/6780AM

Zoning Code: C Area: 1228.18 (sq.m)

Property Address: 121,Centre Street Account type:

Land Legal Description: 0-24-20-4 Residential Occupied:

Subdivision: Has Structure:

Roll Number	Title No	Property Address	Owner Name
1600		121,Centre Street	



ALBERTA GOVERNMENT SERVICES LAND TITLES OFFICE

IMAGE OF DOCUMENT REGISTERED AS:

3223AP .

ORDER NUMBER: 54620975

ADVISORY

This electronic image is a reproduction of the original document registered at the Land Titles Office. Please compare the registration number on this coversheet with that on the attached document to ensure that you have received the correct document. Note that Land Titles Staff are not permitted to interpret the contents of this document.

Please contact the Land Titles Office at (780) 422-7874 if the image of the document is not legible.

HTEO: SEPTEMBER, A.D.1912.

Lot 1 Blook 4, Husser

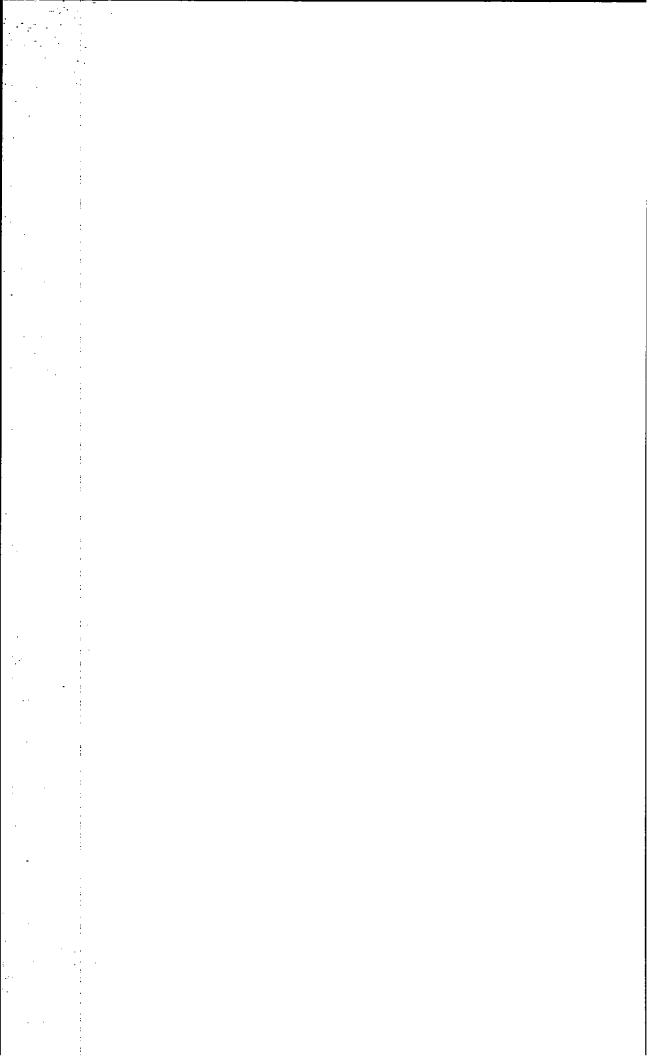
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Calgary.

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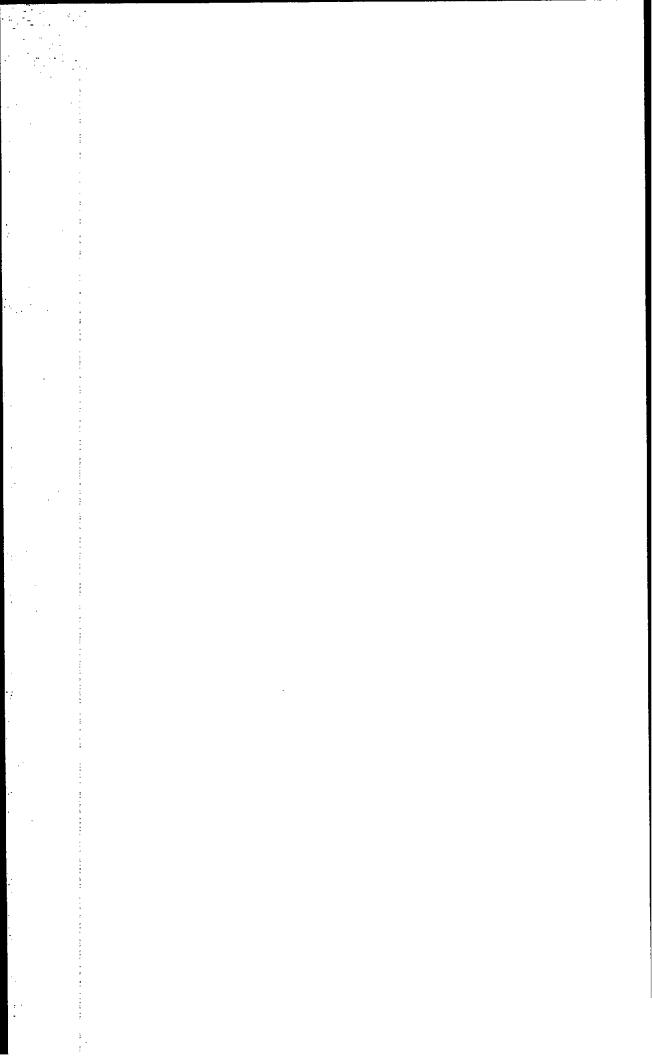
Contract No.5. Husser

Dated the 3rd of Sept. 1912

The Canadian Pacific

Railway Company

Block -



FORM A.O.

No.5. Hussar

THE CANADIAN PACIFIC RAILWAY CO.

NATURAL RESOURCES

This Confract made this. Third was a second of September was not the year 1912....

Between THE CANADIAN PACIFIC RAILWAY COMPANY (hereinafter called 'The Company')

RICHARD R. PLUM, Salasman, of Calgary. in the Province of Albertanna

(hereinafter called 'The Purchaser') Witnesseth that in consideration of the conditions and stipulations herein contained, and the payments to be made as hereinafter specified, the performance of each and every of the said conditions and this Contract, the Company hereby agrees to sell to the Purchaser

Lot Numbered Que (1) ------- Block Numbered Four (4)

a mineralination in management of said Tombitaies the Land Titles Office at.

on which the said Purchaser has paid the sum of Sixty-Rix. and 42/100 (\$66.42) -----Dollars on account of the principal, and the said Purchaser in consideration of the premises hereby agrees to pay to the said Company at the Office of the Department of Natural Resources of THE OANADIAN PACIFIC RAILWAY COMPANY, at the City of Calgary, Province of Alberta, the following sums of principal and interest at the several times named below:

WHEN DUE	PRINC	IPAL	INTER	est			PRINC	PAL	INTER	EST
WARN DON	Dollars	Conts	Dollars	Centu	WHEN DUE	1	Dollars	Cents	Dollars	Cents
and Payment Mar 3rd 192. 3	66.	79	5.	30	-	15			1.	-:
sed Payment Sept 3rd 191. 3			4.		***************************************	*		**********		
						****			*****	

Ann the Furcheser hereby Agrees and binds himself, his helps, and assigns, and this contract is made on the express stipulations and conditions.

That all improvements placed upon said land shall remain thereon and shall not be removed or destroyed until final payment has been made for the said land.

That he will punctually pay the sums of money above specified as each of the same becomes due, and will pay interest at the rate of eight per centum per annum upon all payments in default, whether of principal or interest.

That he will regularly and duly pay all such taxes and assessments as may be lawfully imposed upon said land or said improvements. And if the Purchaser or the approved Assignee, as the case may be shall fail to pay said taxes, the Company may, on behalf of the Purchaser or approved Assignee pay the same and the amount so paid shall be payber centum per annum.

Bote formwhite by was a representation of a second of any livery stable, blackThose the sand-shall-at no-time be used for the exection of or maintenance thereon of any livery stable, black-

smith's etop or lumber yard.

That! he will insert covenants similar to the above in all agreements made by him for a resale of the said land or any part thereof.

any partitionersor.

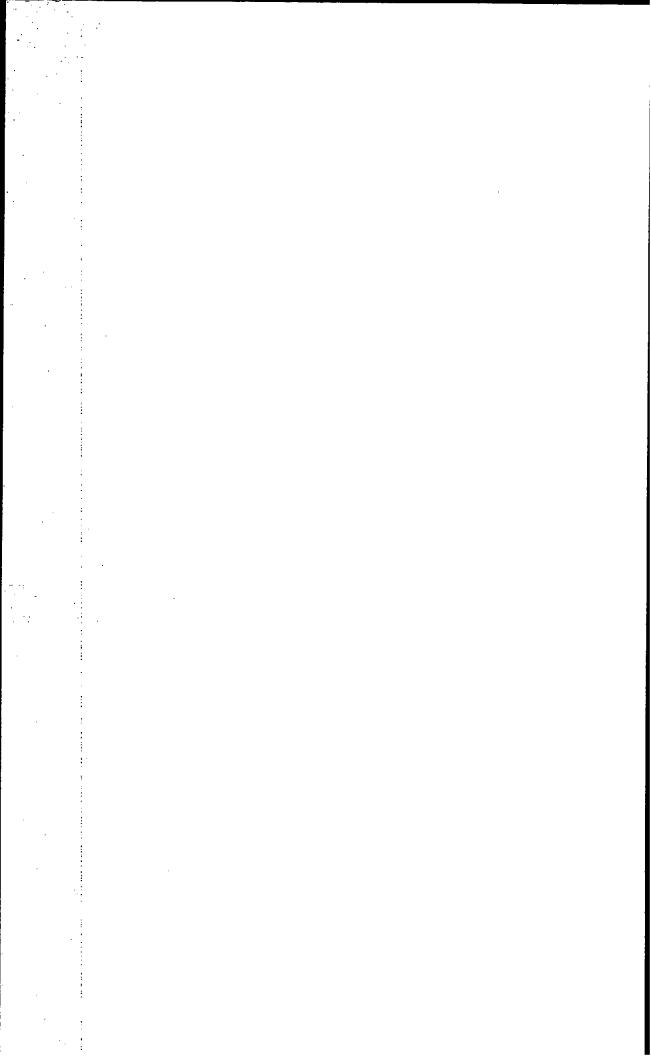
That he will observe the restrictions applicable to the lots or blocks purchased by him, and that same shall be enforceable against him by or on behalf of the owner or owners from time to time of any one or more of LOUS One to Eleven, (1 to 11) in Block Three, (3) Lots Twenty-six to Thirty-nine (26 to 39) in Block Three, (3) Lots One to Thirty-nine, (1 to 39) in Blk. Four, (4) Lots One to Thirty-two, (1 to 32) in Block Seven, (7) and Lots One to Eleven, (1 to 11) in Block Eight, (8) all inclusive, and all of which lots.

or Transfer conveying the said promises in ies simple ireed and discharged from an analysis of the original grant mines and minerals and subject to the reservations, limitations, provises and conditions expressed in the original grant from the Orown and in this contract.

But if the Purchaser or approved Assignée, as the case may be, shall fail to make the payments aforesaid, or any of them within the times above ilmited respectively, or fails to carry out in their entirety the conditions of this Contract in the manner and within the times above mentioned, the times of payment as storesaid as well as the strict performance of each and every of the said other conditions and stipulations being a condition precedent and of the essence of this Contract, then the Company shall have the right to declare this Contract null and void by a notice in writing to that effect, personally served on the Assignee or addressed to him at the Post Office named between the conditions are proved assignment, personally served on the Assignee or addressed to the Assignee and no will of the deceased being proved or personal representative appointed to his estate in the Province or Territory where the said land is situate within one year after the death of the deceased them the Company shall have the right to declare this Contract null and void without any notice by cancelling the same in this books and all rights and interests hereby created or then existing in layor of the Purchaser or his approved Assignee, or derived under this Contract, shall thereupon cease and determine, and the premises hereby agreed to be sold, shall revert to and revest in the Company without any further declaration of forteiture or notice or act of re-entry, and without any other act by the Company to be performed, or any suit or legal proceeding to be brought or taken, and without any right on the part of the said Purchaser or his assignee to any reclamation or compensation for monies paid thereon. In case the Company at any time hereafter become entitled to

other person as storesaid.

All words in the hereinbefore mentioned recitals, covenants, provisoes and conditions, which import the singular number shall be read and construed as applied to each and every person, male or female, named as "The Purchaser" and, in the case of a corporation, to such corporation and its successors, and in the case of more than one person being named as "The Purchaser" the said recitals, covenants, provisoes and conditions shall be construed and held to be several as



ed in the Land Titles Office at Calgary for the South Alberta
Land Registration District as Number 6780.A.M., which said lots
and blocks stand in the register in the name of the said The
Canadian Pacific Railway Company,

AND WE FORBID the registration of any person as transfered

patrument affecting the said estate or inverest unless such instrument be expressed to be subject to our claim.

We appoint the office of George A. Walker, Solicitor for The Canadian Pacific Railway Company, Calgary, Alberta, as the place at which notices and proceedings relating hereto may be served.

DATED this 27 day of September, A.D. 1912.

THE CANADIAN PACIFIC RAILWAY COMPANY.

Ed llaw aduren

Superintendent of Lands.

I, ALLAN CAMERON, of the City of Calgary in the Province of Alberta, Superintendent of Lands of and Agent for The Canadian Pacific Railway Company, make cath and say as follows:-

1. I am the Agent for the above mentioned Caveators.

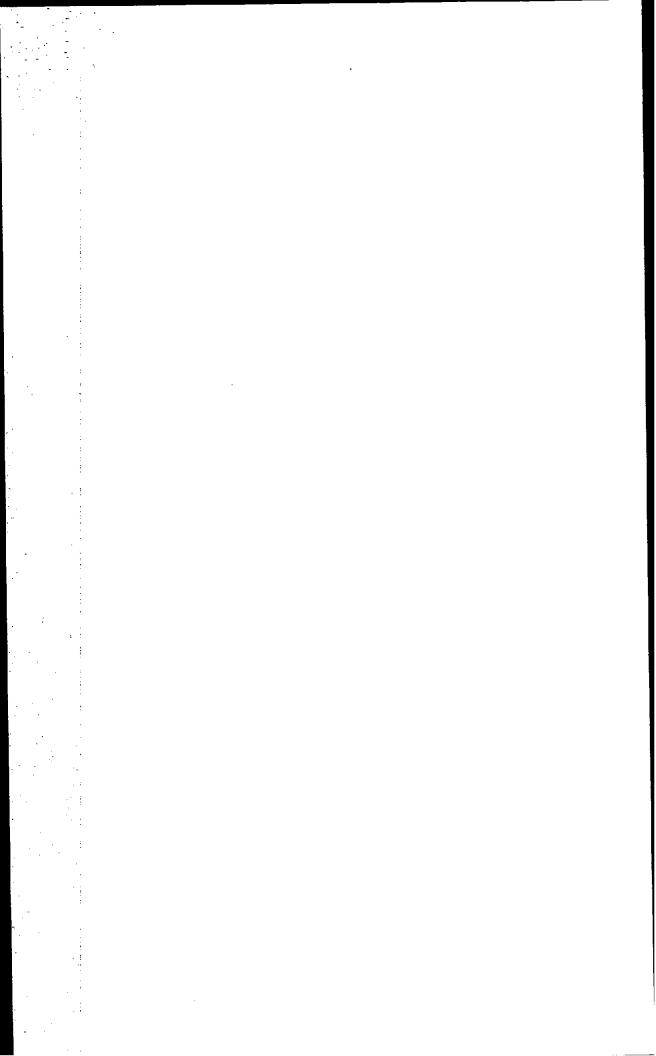
2. I believe that the said Caveators have a good and valid claim upon the said lands and I say that this Caveat is

not being filed for the purpose of delaying or embarrageing any person interested in or proposing to deal therewith

SWORN before me at Calgary in the Province of Alberta this 17 % day of September A.D. 1912

day of September Cllaulatsukuze

A COMMISSIONER IN AND FOR THE PROVINCE OF ALBERTA.



PROVINCE OF ALBERTA THE LAND TITLES ACT

TO THE REGISTRAR OF THE SOUTH ALBERTA LAND REGISTRATION DISTRICT

TAKE NOTICE THAT WE, THE CANADIAN PACIFIC RAILWAY COMPANY,

Four (4) it the Fownshie of Hussar in the Province of Alberta, as the Same is shown on a plan of subdivision registered in the Land Titles Office at Calgary as Plan Number 6780-A.M. To Richard R. Plum of Calgary in the Province of Alberta, Salesman, a triplicate of which agreement for sale is attached hereto, by which agreement for sale is attached hereto, by which agreement for sale the said purchaser, Richard R. Plum, for himself his hem and assigns, covenanted to and with us, the said The Canadian Pacific Railway Company, that the said Lot One (1) in Block Four (4) in the said townsite of Hussar should at no time be used for

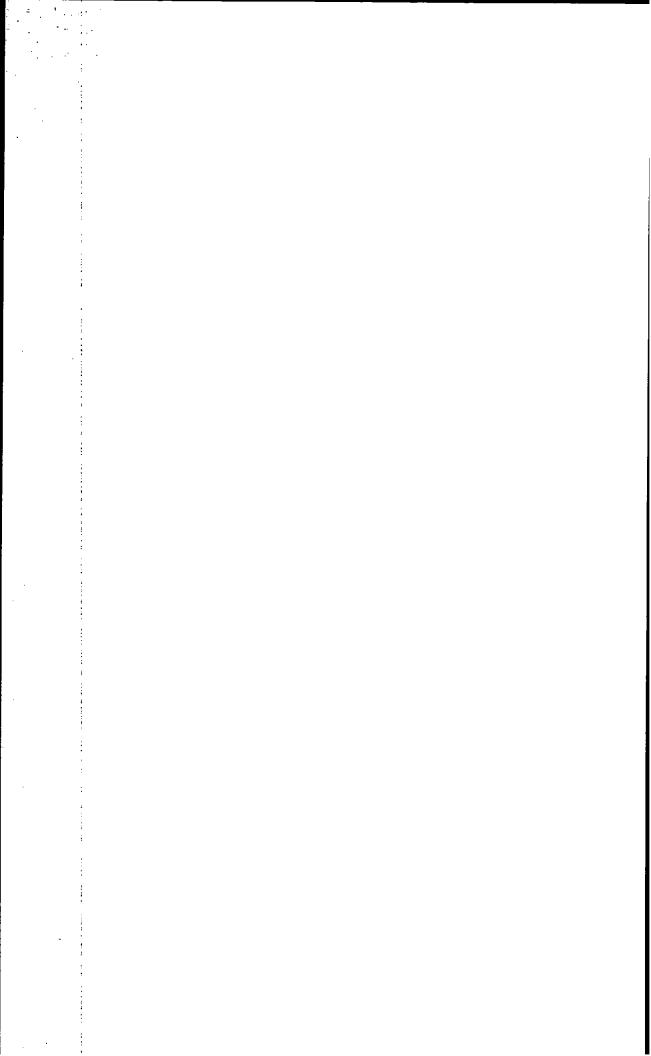
the erection of or maintenance thereon of any livery stable.

blacksmith's shop or lumber uard, and having agreed to and with the said Richard R. Plum that we will not sell or agree to sell any one or more lots or blocks hereinafter described except subject to the same restrictions and reservations as are contained in said agreement for sale, it being the intention of us, the said The Canadian Pacific Railway Company, that such restrictions and reservations shall be for the benefit of each and all of the underentioned lots and blocks and be enforcible by on behalf of or exclass the owner or owners from time to time of any one or more of said lots and blocks, CLAIM and equitable interest under and by virtue of the said covenant contained in said agreement for sale in

Lots One (1) to Eleven (11) and Lots Twenty-six (26) to Thirtynine (39), all inclusive, in Block Three (3);

Lots One (1) to Thirty-nine (39) both inclusive in Block Four (4)
Lots One (1) to Thirty-two (32) both inclusive in Block Seven (7)

Lots One (1) to Eleven (11) both inclusive in Block Eight (8)



8.6 COMMERCIAL DISTRICT (C) LAND USE RULES

8.6.1 Purpose:

The purpose and intent of this District is to provide for commercial and retail developments serving the Village and the surrounding rural areas.

8.6.2 Permitted Uses:

List of permitted uses:

(a)	Bus Terminal	(j)	Personal Service Shop
(b)	Clinic	(k)	Pet Care Service
(c)	Community Recreational Facility	(I)	Pet Store
(d)	Convenience Store	(m)	Public or Quasi- Public Structures, Installation and Facilities
(e)	Cultural Establishment	(n)	Public Utility Building
(f)	Eating Establishment	(o)	Recreational Vehicle
(g)	Essential Public Service	(p)	Retail Store
(h)	Hotel/Motel	(q)	Shopping Centre
(i)	Parking Lot	(r)	Worship facility

8.6.3 Discretionary Uses:

List of discretionary uses:

(a)	Accessory Building	(m)	Dwelling, Accessory Residential *See additional requirements below
(b)	Alternative Health Care Services	(n)	Kennel Boarding & Breeding
(c)	Amusement Centre	(o)	Intensive Vegetative Operation
(d)	Auto Body & Paint Shop	(p)	Liquor Store
(e)	Automotive Repair and Service Shop	(q)	Gas Bar
(f)	Automobile Vehicle Sales	(r)	Renewable Energy Systems
(g)	Billboards	(s)	Service Station
(h)	Car Washing Establishment	(t)	Signs
(i)	Child Care Facilities	(u)	Small Wind Energy System
(j)	Communication structure	(v)	Storage
(k)	Demolition	(w)	Tradesman's Shop
(I)	Drinking Establishment		

- 8.6.4 In addition to the general land use provisions contained in Part 7, the following provisions as contained within Section 8.6.5 to Section 8.6.11 shall apply to every development in this District.
- 8.6.5 The minimum requirement for the area of a site in the Commercial District is 302m2 (3250.7sq ft)
- 8.6.6 The minimum requirement for the width of a site in the Commercial District is 7.6m (24.9ft).
- 8.6.7 There is no minimum requirement for a front yard in the Commercial District.
- 8.6.8 The minimum requirement for a rear yard in the Commercial District is 5m (16.4ft).
- 8.6.9 The minimum requirement for a side yard adjacent to a Residential District in the Commercial District is 3m (9.8ft) with no side yard required for all other locations.
- 8.6.10 The maximum limit for the height of buildings in the Commercial District is 9m (29.5ft) unless otherwise approved for a specific use that requires a greater height at the discretion of the Municipal Planning Board.
- 8.6.11 All development in the Commercial District shall require screening as follows:
 - (a) all sites abutting a Residential District shall be screened from the view of the Residential District to the satisfaction of the Development Authority;
 - (b) all apparatus on the roof shall be screened to the satisfaction of the Development Officer; and
 - (c) all outside storage of material or equipment shall be enclosed from view from roadways and park reserve to the satisfaction of the Development Officer.
- 8.6.12 Dwelling, Accessory Residential Accommodation shall be subordinate to the principal commercial use of the building.
- 8.6.13 In examining any proposed use for this District, due regard shall be paid to the compatibility of the proposed use with existing use on or adjacent to the site.
- 8.6.14 The exterior finishing materials of the proposed development must be in accordance with the approved plans.
- 8.6.15 Notwithstanding any other provision of this Bylaw, the Development Officer may allow a building to be occupied by a combination of one or more uses listed for this District and each use shall be considered as a separate use.

Additional Requirements - Dwelling, Accessory Residential:

8.6.16 Must be situated above, under, or in the back of a commercial business in the Commercial District.

8.6.17	Residential unit must maintain its own access and egress and must meet the parking requirements for Dwelling, Accessory Residential in Section 7.5 of this bylaw.

14/08/2025, 13:45 SpinIIHost

Spin SPATIAL INFORMATION SYSTEM

Preview

S LINC SHORT LEGAL TITLE NUMBER 0018 779 363 6780AM;8;29 851 174 790 K . LEGAL DESCRIPTION PLAN 6780AM BLOCK 8 LOT 29 EXCEPTING THEREOUT ALL MINES AND MINERALS AND THE RIGHT TO WORK THE SAME ESTATE: FEE SIMPLE MUNICIPALITY: VILLAGE OF HUSSAR REGISTERED OWNER(S) REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION 851 174 790 17/10/1985 NOT ESTABLISHED **OWNERS** THE VILLAGE OF HUSSAR. OF BOX 100 **HUSSAR ALBERTA**

Close

SpinIIHost 14/08/2025, 13:44

Spin SPATIAL INFORMATION SYSTEM

Preview

S

LINC SHORT LEGAL 0018 779 158 6780AM;3;8-11

TITLE NUMBER 951 242 257

LEGAL DESCRIPTION

PLAN 6780AM

BLOCK 3

LOTS 8 TO 11 INCLUSIVE

EXCEPTING THEREOUT ALL MINES AND MINERALS

AND THE RIGHT TO WORK THE SAME

ESTATE: FEE SIMPLE

MUNICIPALITY: VILLAGE OF HUSSAR

REFERENCE NUMBER: 821 120 069

REGISTERED OWNER(S)

REGISTRATION DATE(DMY) DOCUMENT TYPE VALUE CONSIDERATION

951 242 257 24/10/1995 NOTIFICATION OF \$7,500 TAX FORFEITURE

MUNICIPAL

ACQUISITION

OWNERS

THE VILLAGE OF HUSSAR. OF BOX 100, HUSSAR,

ALBERTA TØJ 1SØ

Close

Village of Hussar

Request for Decision (RFD)

Meeting: Regular Council
Meeting Date: August 14, 2025

Title: Privacy Officer Designation

Agenda Item Number: 6 c.

BACKGROUND/DISCUSSION:

We must designate a Privacy Officer. A privacy Officer will:

- Receive privacy complaints related to how personal information was handled by a public body.
- A point of contact for the public body in relation to the *Protection of Privacy Act* (POPA)

CAO is usually the privacy officer so I would recommend that.

RECOMMENDATION:

- 1. Motion to appoint Liz Santerre as the Privacy Officer for the Village of Hussar.
- 2. Motion to accept as information at this time

Village of Hussar

Request for Decision (RFD)

Meeting: Regular Council
Meeting Date: August 21, 2025

Title: Office Computer Purchase

Agenda Item Number: 6 d.

BACKGROUND/DISCUSSION:

With the new Microsoft update, the desktop computer will no longer work, and we will need to purchase a new one. I have received a couple of quotes. Here are some of the details:

- Reality Bytes: \$3664.44 (see the attached quote)
- Munisoft: \$3563.70 (see the attached quote)

I have also inquired if it may be worth going back to Munisoft for the IT service. Rockyford and Standard both use Munisoft and say that it is better for them to have the IT service through one place.

Reality Bytes:

- Anti virus \$220/year
- Microsoft Office \$928.65/year
- Remote service \$150/hour billed in 30min increments the last 2 years we have used approximate \$300/year on IT services
- Data Scavenger for backups \$150/month
- Total would be \$3248.65/year

Munisoft

- Basic Monthly \$126 includes antivirus for all 5 computers
- Microsoft \$209/year is what is recommended for what we use this for
- No remote service fees as it is included in the monthly fee
- If we select the \$229/month this will include the cloud backups and would replace Data Scavenger at \$150/month
- Total for basic \$3521 (basic monthly, Data scavenger, Microsoft) total with Premium \$2957 (monthly and Microsoft data scavenger no longer needed)

RECOMMENDATION:

1.	Motion to proceed with the computer quote from		in the amount of
	\$		
2.	Motion to switch IT services to Munisoft with	(BASIC or PRIMIUM)	IT service.
3.	Motion to accept as information at this time		

Fees, Expenses, & Payment

One Time Project or Ad Hoc IT Support Fees

LAST UPDATED: May 2025

You will have the following choice of billing rates for service & consulting fees. As such, Reality Bytes Incorporated will charge Client as follows:

On-Site Technician / On-Site MSP Technician \$150/hour

Programming / Website Programming \$150/hour

Server / Network Engineer \$150/hour

Out of hours Call out - Emergency and Weekends \$225/hour, minimum 2hr call out

Our billing rates are billable at a minimum 1 HOUR for On-Site, and minimum 1/2 HOUR for Remote Support, they are billed in 30-minute increments thereafter.

Available Additional Service plans

Full MSP Plans – We offer multiple options for FULL 24/7 MSP service offerings that include software licensing, support, monitoring, and contractual response time commitments.

Expenses

Reality Bytes will pass through expenses or per diem costs to the client unless otherwise arranged in advance.

Fees for Services

Client agrees to the consulting fees described above and we have discussed a scope of work that the client is requesting. Further services would be calculated at Reality Bytes Incorporated 's standard rates per hour. It is understood that this agreement simply sets forth the billing rates, terms, and resolution options and is NOT a contract of services.



Products

Description	Price	Qty	Ext. Price
Lenovo ThinkCentre M70q Gen 5 Desktop Computer - Lenovo ThinkCentre M70q Gen 5 Desktop Computer - Intel Core i7 14th Gen i7-14700T - vPro Technology - 32 GB - 1 TB SSD - Tiny - Black - Intel Q670 Chip - Windows 11 Pro - Intel UHD Graphics 770 DDR5 SDRAM - English Keyboard - IEEE 802.11ax - 13	\$2,100.99	1	\$2,100.99
Lenovo Premier Support Extended Services Lenovo Premier Support Plus Upgrade - Extended Service (Upgrade) - 4 Year - Service - On-site - Maintenance - Parts & Labor	\$194.00	1	\$194.00
23.8IN IPS LENOVO THINKVISION MONITOR T24I30 The ThinkVision T24i-30 Monitor features a 23.8-inch FHD IPS screen with 99% sRGB color gamut, providing vibrant and accurate colors even from wide angles. It includes an ergonomic stand with tilt, lift, swivel, and pivot functions, as well as VESA mount compatibility for saving desk space. Additionally, it offers multiple connectivity options, including VGA, DP 1.2, HDMI 1.4, and four USB 3.0 ports, along with Natural Low Blue Light technology and TÜV Rheinland Eye Comfort certification to reduce eye fatigue. Top Features 23.8 FHD IPS monitor; NLBL for better protect your eyes; HDMI+DP+Audio out; USB Hub for better connection;	\$299.95	1	\$299.95

Subtotal: \$2,594.94



Professional Services

Description	Price	Qty	Ext. Price
Full Setup Fee for Computer or Electronics OS Setup (installation or configuration), Setup all windows updates, Antivirus, Email, installation & config of up to 3 software apps	\$195.00	1	\$195.00
Data Migration - ADD ON CODE Data Migration ADD ON - used in conjunction with the Full Setup code, when a data transfer and migration is required.	\$100.00	1	\$100.00
Please note that on-site delivery and setup labor costs are approximate. The actual labor will be billed on a separate invoice. Client must have their license keys for their software or the install disk.			
Hourly Labor Standard Rate - One Technician Hourly billable work consisting of planning, testing, configuration changes, implementation, training and cut over.	\$150.00	4	\$600.00

Subtotal: \$895.00



Desktop Replacement

Prepared for:

Village of Hussar

P.O. Box 100 109 1 Ave E Hussar, TOJ 1SO Liz Santerre (403) 787-3766 office@villageofhussar.ca Quote Information:

Quote #: 000851

Version: 1

Delivery Date: 07/17/2025 Expiration Date: 07/30/2025

Quote Summary

Description	Amount
Products	\$2,594.94
Professional Services	\$895.00

Subtotal: \$3,489.94

Estimated Tax: \$174.50

Total: \$3,664.44

Payment Options

Description	Payments	Interval	Amount
Term Options			
One Time Payment	1	One-Time	\$3,664.44

Summary of Selected Payment Options

Description	Amount
Term Options: One Time Payment	

In order for Reality Bytes Incorporated to proceed with your acceptance we will need payment up front.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Reality Bytes Incorporated

Village of Hussar

Signature:	M uita Fitzgerald	Signature:		
Name:	Anita Fitzgerald	Name:	Liz Santerre	
Title:	Client Success Representative	Date:		
Date:	07/17/2025			





Quote: 19-Jun-25

Village of Hussar

Please note due to Uncertainty with the US Tariff Threat these prices are subject to change.

Upgrade Quotation: System Details

Non Dedicated Server:

1 ASUS Desktop - Personal Computer - Small Form Factor
Intel i7-13700 Processor
16 GB of DDR4 RAM
1 TB SSD Hard drive
Intel Gigabit Wired Network Connector

1x USB 3.2 Gen 2 Type-C; 2x USB 3.2 Gen 2 Type-A; 4x USB 3.2 Gen 1 Type-A

Bluetooth 5.3, 1x Headphone; 1x 3.5mm combo audio jack

Intel UHD Graphics 770, 1x HDMI 1.4; 1x VGA Port; 2x Display port 1.2

Windows 11 Professional (64 Bit)

One Year Comprehensive System Warranty

Workstation Server Total	1499
Workstation Enhancements:	
2 1 TB USB Hard Drives for Backup	258
1 EaseUS Todo Backup Software	109
Workstation Enhancements Total	367
Software and Setup:	
1 Microsoft 365 Business Standard (Includes Word, Excel, Outlook, Powerpoint,	209
Publisher Until 2026, Access, Custom Email Domain Setup) This is a Subscription	
Based Service. This indicates the ANNUAL COST	
1 Watchguard Endpoint Protection (Antivirus Software)	30
1 File Transfer and Software Re-configuration	400
1 Travel	889
Software, Installation and Training Total	1528
Total (plus taxes)	3394

Payment: Due 30 Days from Invoice Date. 2% permonth will be charged on overdue accounts.

Delivery: Due to Computer Constraints. Please allow 6-8 weeks for scheduling

Prices in Effect for 30 Days unless otherwise noted



OPTIONS

Office Option	ns	
	1 MS-Office 2024 Standard (Includes Word, Excel, Outlook, Powerpoint)	699
	1 MS-Office 2024 Professional (Includes Word, Excel, Outlook, Powerpoint and	949
	Access)	
Wireless Mo	use and Keyboard Options	
	1 Logitech MK670 Wireless Keyboard/ Mouse Combo	149
	1 Logitech Wireless Mouse M650	69
Monitors		
	1 20" LED Wide Screen Colour Monitor (19.5" Viewable)	119
	1 22" LED Wide Screen Colour Monitor (21.5" Viewable)	129
	1 24" LED Wide Screen Colour Monitor (23.6" Viewable)	189
	1 27" LED Wide Screen Colour Monitor (27" Viewable)	239
	1 DisplayPort Adapter (Allow Dual Monitors)	39
	1 HDMI Adapter (Allow External Monitor on Laptop)	59
Monitors wit	h Built-In Web Cams	
	1 24" LED Wide Screen Colour Monitor (23.6" Viewable)	229
	1 27" LED Wide Screen Colour Monitor (27" Viewable)	349
Network Swi	tches	
	1 8 Port Gigabit Network Switch	79
	1 16 Port Unmanaged Gigabit Network Switch	189
	1 24 Port Unmanaged Gigabit Network Switch	259
	1 4 Port RT-A57 AX3000 DUAL BAND WIFI 6 (802.11AX) ROUTER	179
Battery Back	up Systems	
	1 APC 850 Battery Backup System	209
Audio Visua		
	1 Logitech Stereo Headset H151 (Black)	39
	1 1080P (2.0 Megapixel) Manuel Focus WEBCAM with build in Microphone	79
	1 Z150 MULTIMEDIA SPEAKERS MIDNIGHT BLACK	59

Payment: Due 30 Days from Invoice Date. 2% permonth will be charged on overdue accounts.

Delivery: Due to Computer Constraints. Please allow 6-8 weeks for scheduling



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Ρ	rı	n	t o	rc

Printers:		
	1 HP LaserJet 4001dn Printer (Black and White)	319
	Up to 42 Pages/minute, 6.1 Second 1st Page out	
	Monthly Volume of 750-4000 pages	
	2 Paper Trays Total	
	100 Sheet Bypasss Tray	
	1 - 250 Sheet Trays	
	Automatic Duplex, USB and Network connectivity	
	Dimensions: 15 x 14 x 9.5 (W x D x H) Weight: 18.87 lbs	
	Price in Effect Until May 30, 2025	
	1 HP LaserJet Pro 4201DN Printer (Colour)	539
	Up to 35 Pages/minute, 9.1 Second 1st Page out	
	Monthly Volume of 750-4000 pages	
	2 Paper Trays Total	
	50 Sheet Bypasss Tray	
	1 - 250 Sheet Trays	
	Automatic Duplex, USB and Network connectivity	
	Dimensions: 16.6 x 16.8 x 11.3 (W x D x H) Weight 42 lbs	
	Price in Effect Until May 30, 2025	
Multi Funci	tion Printers Interface (Print, Scan, Copy and Fax):	
Mulli Funci	1 HP LaserJet Pro MFP 4101fdw Printer (Black & White)	469
	Up to 42 Pages/minute, 6.1 Second 1st Page out	402
	Monthly Volume of 750-4000 pages	
	2 Paper Pages Total	
	100 Sheet Bypasss Tray	
	1 - 250 Sheet Trays	
	Automatic Duplex, USB and Network connectivity	
	Dimensions: 16.54 x 15.35 x 12.8 in (W x D x H) Weight 27.8 lbs	
	Price in Effect Until May 30, 2025	
	1 HP LaserJet 4301FDW MFP Printer (Colour)	689
	Up to 35 Pages/minute, 9.1 Second 1st Page out	
	Monthly Volume of 750-4000 pages	
	2 Paper Pages Total	
	50 Sheet Bypasss Tray	
	1 - 250 Sheet Trays	
	Automatic Duplex, USB and Network connectivity	
	Dimensions: 16.6 x 17.1 x 15.1 in (W x D x H) Weight45 lbs	
	Price in Effect Until May 30, 2025	

Payment: Due 30 Days from Invoice Date. 2% permonth will be charged on overdue accounts.

Delivery: Due to Computer Constraints. Please allow 6-8 weeks for scheduling

Prices in Effect for 30 Days unless otherwise noted



MUNISOFT DEDICATED IT SERVICES

We are excited to offer Dedicated IT Services to our clients! We have two packages: **Standard** and **Premium**. The IT products and services included in each package are listed below. If you are interested, please contact ITServices@munisoft.ca.

Please note: The packages cannot be modified (package pricing will not be adjusted if you choose not to use a portion of the services included).

STANDARD PACKAGE

The following IT services are included in the Standard Package:

DNS Filtering

- By filtering your DNS, you can stop web traffic to websites that go against your Acceptable Use Policies (gambling, pornography, etc.), block websites from serving you advertisements, and protect your system against known malware.
- DNS Filtering can even stop malware that has already infected your computer from communicating with malicious servers.

Endpoint Security/Anti-Virus

- This software protects you from known malware and network intrusions.
- It also actively schedules scans for threats on your computer files.

Remote Management & Monitoring (RMM)

- This proactive monitoring of your computers will help stop issues before they become major concerns.
- By addressing issues earlier, we can help avoid major downtime when things inevitably fail.
- This service also includes automatic scheduling for Windows updates for all your workstations and servers, so you will never miss a Windows update.

DUO Multi-Factor Authentication

Dedicated IT Services Descriptions

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- You will protect computer logins and logins to other services supported by DUO with Multi-Factor Authentication, which uses either an app on your phone or a purchased hardware token (sold separately).
- Using enhanced security for computer logins, such as DUO MFA, helps meet the requirements for cyber insurance policies.

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IT Reporting

• You will receive yearly/monthly/quarterly reports on the current state of your IT landscape (such as patch compliance reports and computer inventory).

IT Hardware Replacement Planning

- You will receive recommendations on your office hardware nearing the end of its useful life, so you can start budgeting for replacements before major issues occur.
- You will also avoid surprise and/or emergency upgrades.

Backup Testing

- Having your backups tested bi-annually will ensure your backups are functioning properly and that the data being backed up can be restored.
- Backup Testing is a requirement by many cyber insurance policies.

Auto Elevate

- The vast majority of cyber insurance policies require the removal of administrator privileges from your user accounts.
- Auto Elevate removes administrator privileges from your computers and replaces users as standard users, but will still allow the standard users to run and install required software.
- Since only approved software can be installed, it decreases the chance users can accidentally install malware, thus increasing security and protection.

BitLocker Hard Drive Encryption

- Encryption keeps prying eyes off your data in the event a computer/laptop or hard drive is stolen.
- Encryption increases security and is a requirement of many cyber insurance policies.

PREMIUM PACKAGE

The Premium Package includes all services in the Standard Package, plus the following:

MuniSoft Updates

Dedicated IT Services Descriptions

- You will save time by having us run your regular MuniSoft updates on all your computers.
- You can schedule MuniSoft updates to happen after hours to avoid downtime for your staff.

Cyber Insurance Assistance

 You will receive assistance when filling out cyber insurance forms to help give you the best chance of receiving coverage.

Simulated Phishing and Training (only available for custom email domains)

- You can schedule an automatic simulated phishing attack exercise for your staff.
- You can determine which staff members are opening suspicious email links and which are falling victim to potential scams.
- You can automatically schedule training for staff members who fail the test.



Page 2 of 3

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• This will add a dedicated "Report Phishing" button in Outlook for you to report suspicious emails for analysis.

Remote Access

• Say goodbye to the need for a VPN. You can allow staff members to log into their work computers from anywhere they have computer and internet access via a secure method.

Cloud Backups

- Cloud Backups are additional backups that stored off-site (provided by Storm Technologies).
- Your data will never leave Canada and is stored on your own servers. Data from other
 organizations will not be stored on any server or drive that is shared with you.

Dedicated IT Services Descriptions

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Last updated: 2023-09-19 10:09 AM

Page 3 of 3



Quote: 14-Aug-25 Village of Hussar

Upgrade Quotation: System Details

Premium IT Services

5 Number of devices (Servers, Desktops, and Laptops) / Total Price per Month

229

DNS Filtering

Endpoint Security/Anti-virus

Remote Management and Monitoring (RMM)

DUO Multi-Factor Autentication

IT Reporting

IT Hardware Replacement Planning

Backup Testing

Priveledged Identity Management software (AutoElevate)

Bitlocker Hard Drive Encryption

MuniSoft Update

Cyber Insurance Assistance

Simulated Phishing testing and Training (only available for custom email domains)

Cloud Backups (Provided by Storm Technologies)

IT Services Total/Month

229

Payment: Due 30 Days from Invoice Date. 2% permonth will be charged on overdue accounts.

Delivery: Due to Computer Constraints. Please allow 6-8 weeks for scheduling



Quote: 14-Aug-25 Village of Hussar

Upgrade Quotation: System Details

Standard IT Services

5 Number of devices (Servers, Desktops, and Laptops) / Total Price per Month

126

DNS Filtering

Endpoint Security/Anti-virus

Remote Management and Monitoring (RMM)

DUO Multi-Factor Autentication

IT Reporting

IT Hardware Replacement Planning

Backup Testing

Priveledged Identity Management software (AutoElevate)

Bitlocker Hard Drive Encryption

IT Services Total/Month

126

Payment: Due 30 Days from Invoice Date. 2% permonth will be charged on overdue accounts.

Delivery: Due to Computer Constraints. Please allow 6-8 weeks for scheduling

DEDICATED IT SERVICES



Product Information



DO I NEED DEDICATED IT SERVICES?

You need these products and services if you want to:

- Increase your cyber security
- Reduce downtime due to computer crashes or cyber attacks
- Improve your chances of being eligible for cyber insurance
- Let IT experts take care of your IT needs

WHAT WILL DEDICATED IT SERVICES DO FOR ME?

MuniSoft's Dedicated Information Technology Services are designed to help you with your IT needs, including maintaining your computer system, increasing your cyber security, running various updates, testing your backups, and more.

WHAT CAN I LOOK FORWARD TO?

Improved Security Posture

- Many of the products included in our Dedicated IT Services packages are security focused and will increase your system's security greatly
- You will have help preventing cyber security risks from gaining a foothold in your network and causing downtime and other unpleasant issues
- You will meet many cyber security goals and check off many major requirements for cyber security insurance

Free Up Staff Time

- With our proactive approach to maintaining your system and correcting issues before they become major failures, your staff will spend less time calling into hardware support and experience less downtime due to crashes and other IT issues
- We can schedule and run your MuniSoft updates for you, so that your staff will no longer need to lose precious time running updates

Reduced IT Headaches

- Our IT hardware replacement planning will prepare you for upcoming hardware upgrades, by giving you an advanced look at which hardware products need replacing in the coming years
- You can more accurately budget for your future IT hardware needs

Our Dedicated IT Services come in two packages: **Standard** and **Premium**. For a full look at the products and services included in each package, please read our **Dedicated IT Services Descriptions** document. Please contact ITServices@munisoft.ca with any questions or to place an order.

Request for Decision (RFD)

Meeting	g:	Regular Council
Meeting	g Date:	August 21, 2025
Title:	_	Hussar Pins purchase
Agenda	Item Number:	6 e.
Agenda	item Number.	o c.
BACKG	ROUND/DISCUSSION:	
	•	
I have h	neen asked to get some in	nformation about logo pins. We currently have about 30 pins, but
	_	uld Council like to go ahead with obtaining quotes for some pins now
or woul	d they like to wait until o	loser to Centenniai?
- .		
		om previously is no longer in business, but I have found a new
Enamel	Pins.Ca.	
Also, we	e would need to determi	ne if we would like to keep the same look or if we would like
someth	ing new?	
RECOM	MENDATION:	
1120011		
1.	Motion to	
1.	WIOCIOI1 to	
2	Motion to assent as info	armation at this time
2.	Motion to accept as info	ormation at this time

Request for Decision (RFD)

Meeting: Regular Meeting
Meeting Date: August 21, 2025
Title: CAO Vacation

Agenda Item Number: 6 f.

BACKGROUND

We need to ratify the request for the vacation day for the afternoon of Tuesday August 12, 2025 and the morning of Wednesday August 13, 2025.

Also wondering if I could book the afternoon or full day off on September 2, 2025. I have talked with Michelle and she would be able to provide coverage and do the minutes.

RECOMMENDATION:

- 1. Motion to approve the CAO to take the afternoon of August 12, 2025 and morning of August 13, 2025 and close the office during this time.
- 2. Motion to approve the CAO to take September 2, 2025 and have admin cover for the day.
- 3. Motion to accept as information at this time

Request for Decision (RFD)

Meeting: Regular Meeting
Meeting Date: August 21, 2025

Title: Provincial Agricultural Service Board Tour in July of 2026

Agenda Item Number: 6 g.

BACKGROUND

Wheatland County is proud to host the 2026 Provincial Agricultural Service Board (ASB) Summer Tour from July 14 to 16, 2026, under the theme "Where Innovation Meets Tradition."

See the attached letter of request.

RECOMMENDATION:

1. Motion to

2. Motion to accept as information at this time



July 21, 2025

Village of Hussar Mayor and Council

Sent Via Email To: office@villageofhussar.ca

RE: Wheatland County Hosting the Provincial Agricultural Service Board Tour in July of 2026

Dear Village Mayor and Council,

Wheatland County is proud to host the 2026 Provincial Agricultural Service Board (ASB) Summer Tour from July 14 to 16, 2026, under the theme "Where Innovation Meets Tradition." This event will welcome over 400 delegates and their families from across Alberta to celebrate agricultural innovation and rural community spirit. ASB Summer Tours are designed to educate participants about advancements in agriculture, showcase municipalities and local producers, and foster collaboration within the agricultural community.

The tour will use the Strathmore Family Centre as its home base, with events including a welcome golf tournament, two full days of guided tours throughout Wheatland County, and youth-specific programming.

We invite your organization to partner with us to make this event a success. Your involvement would not only enrich the experience for attendees but also highlight your vital role in our region's agricultural and economic landscape. As a token of our appreciation, we are pleased to offer your organization two complimentary registrations and the opportunity to host a tradeshow booth at no cost.

Hosting an event of this scale requires significant resources, and we would be grateful for any financial or in-kind support your organization may be able to provide to help ensure the success of this regional initiative.

Thank you for considering this partnership opportunity. We look forward to the possibility of working together to make the 2026 ASB Summer Tour a memorable and impactful event for all involved.

Sincerely,

Amber Link, Reeve Wheatland County Shannon Laprise, ASB Chair Wheatland County

Jason Wilson, ASB Tour Committee Chair Wheatland County



Request for Decision (RFD)

Meeting	•	Regular Meeting	
Meeting	Date:	August 21, 2025	
Title:		Generator Purchase	
Agenda I	tem Number:	6 h.	
BACKGF	ROUND		
The prev	ious generator tha	t was approved was toc	big for our needs and would not fit in the shop.
Attached	l are the generator	quotes we received.	
Best opti	ion for price, size, a	nd functionality is the \	Vest Quip.
• \	components) 1-2 w Generac Total Pow	eek shipping time	/KW display (1 year warranty and 2 years on major weeks delivery, limited 2 year warranty)
RECOM	MENDATION:		
1. 1	Motion to approve	the quote from	proceed with the purchase of model
_		_ generator from	·
2. 1	Motion to use the f	unds included on the Ca	apital budget for 2025 from the Village Reserves.

3. Motion to accept as information at this time



DATE	August 7, 2025	ENGINEER	
CUSTOMER	Michelle Plante	PROJECT	Hussar WTP - CANOE
ATTENTION		LOCATION	Hussar, AB

In accordance with our understanding of the project requirements and based on the following information received, we are pleased to offer you the following equipment and services **as per the below scope of supply** for your consideration.

Quote: 25-2786

GENERATOR SET:

1 (one) Generac SD040, 40kW, 120/240V, 3ph, Standby Rated Indoor Diesel Generator Set with the following factory features:

- Stationary Emergency-Standby rated
- 40 kW Rating, wired for 120/240 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- CSA C22.2
- EPA Certified
- SCAQMD Certified
- No Enclosure (open-set)
- Power Zone 410 Digital Control Panel for Single Generators
- RS-485, RS-232 and CANbus ports
- Optional Programmable I/O module
- 21 Light Annunciator Surface Mount
- MLCB, 100% rated, LSI Electronic Trip
- o 125 Amp
- o Auxiliary Contacts, 1 Set
- Battery Charger, 5 Amp, installed
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Block heater STD 1500W
- Air Filter restriction Indicator
- 120V GFCI and 240V Outlet
- 8 Position 1PH Load Center
- CB Aux Contact Wired to H-Panel Alarm
- Engine Run Relay
- Flush Mount Annunciator Kit
- I/O Expansion Module
- Critical Muffler, supplied loose
- Battery Disconnect
- Battery Heating Pad
- 24" 132 Gallon Double-Wall UL142 Basetank
- Mechanical fuel level indicator gauge
- Electronic fuel level sender
- Emergency Vent
- 8" Fuel Extension
- Std set of 3 Manuals

WARRANTY:





SD040 Generator: 2 year - Basic Limited

GENERATOR COMPONENTS:

8 (eight) Spring Isolator

SERVICES:

1 (one) SD040-Generator-Start Up SD040

- Start-up inspection c/w building load test and instruction performed during regular business hours
- One site visit allowed. Premiums will be charged for additional and/or after hour visits

SHIPMENT:

1 (one) SD040-Generator-Freight

- Curren estimate lea tim fo th SD04 i 1 2 week afte releas o orde and/o approve shop drawin s. Subj ct to change
- LTL frei ht, arra ge at PGS cho ce i to loca ion ite perime er, unloa ing and protec io at ite ill b the responsi il ty of o he s. If irect de iv ry is re ui ed to accom o ate a spe ified de ivery timeframe, pri in can be pro ided

NET PACKAG RICE: \$45,0 5 47 C N – plus all a plicable taxes

E C PTIONS & CLARIFICA ION:

Spec R ference: N A
Drawing R ference: /A
umber of A dendums: /A

- uel, fu l pipin , exha st pip ng beyon si ence for o en nits, and stack ext nsion fo encl sed units by ot ers
 - Permits and In tallation of enerator et in ludi g loo e sh p tem will be the r sp nsibility of others Coor ina ion study a d any p od c chang s s a esul o same will be es onsibility f o hers
- Unit no con igured t meet CS -C2 2 st ndard for life afety
 P oposal ased on current oreig ex hange rat . A y devia ion +/ 2 asis p in s may result in evised price
- An exhau t e tension b yond the ene ator enc osu e ot included and by other
- Critic | silencer supplied loose
- No specs provided, offering is as per BOM only

TERMS:

• Price Valid for 30 days





- · Prices are subject to market fluctuations and availability for raw materials
- Prices are also subject to all additional taxes, tariffs, duties, surtaxes, fees, and other governmental
 charges that could be imposed by any governmental authority in connection with the importation or
 exportation of any product or the performance of any service by Total Power Limited
- Balance due in full prior to start-up
- Net 30 days OAC
- Standard TPGS Terms and Conditions of Sale apply as attached

Thank you for the opportunity to bid on this project. Please do not hesitate to call if we can be of further assistance.

Sincerely,





TOTAL POWER

POWER SOLUTION PROPOSAL

Terms & Conditions of Sale

Total Power Limited (the "Seller") agrees to sell the goods covered in the Quotation on, and subject to, these terms and conditions.

- 1. ACCEPTANCE. This quotation may be withdrawn by the Seller at any time before it is accepted by the Purchaser. Acceptance is accomplished by the Purchaser giving the Seller written acceptance accompanied by a purchase order. The quotation does not apply to any other orders from Purchaser for the same goods and/or services.
- TERMS OF AGREEMENT. The Quotation 2. supersedes all previous quotations for the same subject matter from the Seller, and all purchase orders and terms and conditions from Purchaser. No standard terms or conditions in any Purchaser purchase order shall modify, supplement or otherwise amend the terms of this Quotation or otherwise increase the liability of the Seller beyond the terms set forth in this Quotation. If there are any discrepancies or inconsistencies whatsoever between the Quotation and the terms and conditions of a purchase order or other document of Purchaser, then the terms and conditions of the Quotation govern, regardless of which document was first executed and regardless of the terms of the purchase order or other document. The Seller makes no representations or warranties other than as expressly set forth in this Quotation.
- PRICE. All prices and discounts are in accordance with the Seller's quotation. Total purchase price is due prior to start-up. Subject to establishment of satisfactory credit, payment is due in full on delivery unless credit is authorized and approved by the Seller. Credit is extended in the sole and absolute discretion of the Seller and may be reduced, suspended or terminated at any time, without cause and without notice. The Seller may change the terms of credit at any time. Seller reserves the right, by giving notice to Purchaser at any time, to increase the price of goods and services to cover (i) foreign exchange or market fluctuations, or (ii) all taxes, tariffs, duties (including dumping and countervailing duties), surtaxes, fees, and other governmental charges that could be imposed by any governmental authority in connection with the importation or exportation of any product or the performance of any service by Seller.
- 4. CREDIT CONDITIONS. If at any time, the Purchaser is or has been default under the terms of this or any other agreement with Seller, or if the Seller acting reasonably and

- in good faith determines the Purchaser's financial condition may impair the Purchaser's ability to perform its obligations under this agreement, the Seller may demand adequate assurance of Purchaser's financial condition and ability to perform. Such demand for assurance may require full payment of all amounts then due and owing by Purchaser or may require partial or full advance payment of the purchase price of goods which have been scheduled for delivery but shall not be limited to the foregoing. If Purchaser fails within 10 days of Seller's demands to provide the seller with such assurance, Seller shall be entitled to cancel any order then outstanding, shall be entitled to receive reimbursement for its cancellation charges, and may proceed to collect, without limitations any sums due and owing, its cancellation charges and all damages resulting from Purchaser's default. In the event of bankruptcy or insolvency of Purchaser, or in the event of any proceeding brought against Purchaser, voluntary or involuntary, under the bankruptcy or any insolvency laws, Seller shall be entitled to cancel any orders then outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. The Purchaser hereby consents to the Seller conducting a credit investigation of the Purchaser and to the Seller making inquiries with financial institutions or other persons in a business relationship with the Purchaser in connection therewith; the Purchaser hereby authorizes and directs persons to answer the Seller's inquiries.
- 5. DELIVERY OF GOODS. Delivery dates for the goods and services described in the Quotation are estimates only, the Seller will use commercially reasonable efforts to delivery such goods and services by the estimated delivery date specified in the Quotation for each item of the goods.
- 6. INVOICING. Invoices shall be payable in accordance with the terms of payment agreed upon in the Quotation by cheque, bank transfer or any other way accepted by the Seller. Unpaid invoices shall accrue interest at the rate of 2% per month (24% annually) for any amount remaining unpaid more than 30 days following the invoice date. All invoices shall be paid in full by the Purchaser without charge-back, set-off or deduction of any kind. The Seller shall be solely responsible for all costs and expenses incurred by the Purchaser in collecting any amounts payable





by the Purchaser including all legal fees and disbursements, and all collection agency fees and disbursements.

- 7. RETENTION OF TITLE. The Seller remains the owner of all goods sold to the Purchaser until full and complete payment is received from the Purchaser. To the extent the Purchaser acquires any interest in the goods prior to payment in full, the Purchaser grants to the Seller a security interest in such goods to secure payment in full of all amounts payable to the Seller, and the Seller is entitled to register and perfect a Personal Property Security registration against the Purchaser with respect to such goods as a secured creditor. The Purchaser waives, to the extent permitted by applicable law, all rights to receive copies of financing statements, financing change statements, verification statements or copies of other notices or filings made by the Seller at any time in connection with this Agreement.
- 8. CHANGE ORDERS. No modification, addition or deletion of any goods or services or any change in specification is effective unless a written change order is accepted and signed by an authorized signatory of the Seller. If a change order results in the imposition of costs or charges on the Seller or an increase in price or time required for supply of any part of the goods and/or services, then the Seller may adjust the price, delivery date or both as the Seller may determine and such adjustments are binding upon Purchaser.
- 9. SHIPPING. All goods are at the risk of the Purchaser upon delivery for the goods to Purchaser, its agent or a carrier for shipment, whichever delivery first occurs. Purchaser shall pay the Seller all costs for special shipping or packaging. All insurance charges and related taxes and duties are for Purchaser's account unless otherwise specified in the quotation. For the avoidance of doubt, all taxes, surtaxes, tariffs, duties (including dumping and countervailing duties), fees, fines and penalties and other governmental charges levied or assessed in connection with the importation or exportation of any product or the performance of its obligations hereunder are for Purchaser's account unless otherwise specified in the quotation. Should the Purchaser not be ready to accept any shipment the Purchaser will be responsible to find alternative storage at the Purchaser's sole cost. The Seller, at its sole discretion, may elect to store the goods for a limited period of time.
- 10. STORAGE. In the event that the Seller stores t any goods at its facility on behalf of the Purchaser such goods will

- be at Purchaser's risk and the Purchaser will be charged at a rate of 0.75% of the total purchase price per month for as long as the equipment is in storage. The Seller may cease storage of the goods at any time. All insurance on the equipment will be the sole responsibility of the Purchaser. Any and all outstanding milestones, warranty dates, payment due dates and other timelines will continue to run during the period of time the goods are in storage.. Any additional handling charges related to storage will be solely for the Purchaser's account.
- 11. LIMITED WARRANTY / DISCLAIMER. The Seller does not guarantee, assume any responsibility for, or make any representation or warranty with respect to any goods or service or the performance thereof, save and except as expressly set forth in this Quotation. To the maximum extent permitted by applicable law the Purchaser hereby waives the benefit of any implied or statutory representations or warranties. Without limiting the foregoing the Seller makes no representations or warranties with respect to merchantability, fitness for purpose, profitability or expected savings.
- 12. LIMIT OF LIABILITY. The liability of the Seller whether arising under this Agreement, contract, tort, negligence, statutory liability or other legal theory, shall be limited to the direct and actual money damages effectively incurred by the Purchaser and in any event such liability shall not exceed in the aggregate the purchase price actually paid by the Purchaser to the Seller pursuant to this Quotation for the goods or services in question, regardless of the number of claims. In no event shall the Seller be liable for (i) any loss of revenue, profits or goodwill, or loss of use of any equipment, or (ii) any special, indirect, aggravated, punitive or consequential damages, in either case even if the Seller has been notified of the possibility of such damages, and the Purchaser hereby waives any claim or recourse against the Seller for such damages.
- 13. FORCE MAJEURE. The Seller will not be held liable in any way for delays in performance or non-performance due to contingencies or events beyond its reasonable control, including any government order or war, civil insurrection, act of terrorism, riot, weather, labour or transportation, strikes, flood, fire, earthquake, volcanic eruption or act of God, shortages of materials or energy, epidemic, pandemic (including COVID-19) or any other causes beyond the reasonable control.





- 14. CANCELLATION. Purchaser may cancel orders only upon reasonable advance written notice and upon payment to the Seller of Seller's cancellation charges which include among other things, all costs and expenses incurred, and to cover commitments made by the Seller. Seller's determination of such termination charges shall be final.
- 15. INITIAL START-UP. The initial start-up of any equipment provided to the Purchaser must be preceded by submitting a duly completed "Start-Up Request" form to the Seller. The start-up of the equipment is considered complete when the equipment is performing in accordance with manufacturer's specifications.
- 16. ASSIGNMENT. The Purchaser shall not have the right to transfer or assign this Agreement or any rights, remedies, obligations or benefits hereunder. For purposes of the foregoing, transfer shall include any change in the ownership of shares in any Purchaser that is a corporation or any change in the effective control of the Purchaser, whether by transfer of shares, operation of law or otherwise.
- 17. ENUREMENT. Subject to the terms hereof, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, permitted assigns and legal representatives.
- 18. INTERPRETATION. Whenever the context of this Agreement so requires, the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders. Headings are for convenience of reference only and do not affect interpretation. Unless the context otherwise requires, the meaning ascribed thereto by such use. In this Agreement, the word "including" means "including without limitation".
- 19. NOTICES. Any notice required or permitted to be given hereunder must be in writing and will conclusively have

- been deemed to have been received by its recipient on the business day it is delivered or sent by electronic transmission to a party at the address indicated in the Agreement (or at such other address as such party specifies to the other party in writing) or, if sent by, registered mail, provided there is no interruption in postal services, on the fifth business day after the day of mailing, addressed to such party at such address, or if delivered personally or by courier on the business day so delivered.
- 20. SEVERABILITY. Any provision of this Agreement prohibited by or unlawful or unenforceable under any applicable law shall, at the sole option of the Seller, be ineffective without invalidating the remaining provisions of this Agreement; provided, however, that to the extent that the provisions of any such applicable law can be waived, they are hereby waived by the Purchaser.
- 21. FURTHER ASSURANCES. The Purchaser agrees to do all things and execute or obtain all documents as may be required by the Seller in order to give effect to or better evidence this Agreement.
- 22. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties and other than as expressly set forth herein there are no other terms, conditions, representations or warranties of any kind. This Agreement may not be modified except by another agreement, in writing, signed by both parties to this agreement.
- 23. APPLICABLE LAW AND JURISDICTION. This
 Agreement shall be governed by the laws of the Province of
 Ontario and the federal laws of Canada applicable therein,
 without regard to conflict of laws principles. The United
 Nations Convention on Contracts for the International Sale of
 Goods shall not apply to this Agreement and its application is
 strictly excluded.







DATE: July 24, 2025

To:	Town of Hussar	From:	
Attn:	Liz		
Phone:			
Email:			2

RE: WQ40 40kW/50kVA Generator Set Quotation

STANDARD GENSET FEATURES:

- Yanmar liquid cooled diesel engine EPA Tier 4i, stationary/remote
- Single bearing, brushless Newage-Stamford generator (12 lead reconnectable)
- · Digital Genset control panel with display
- · Manual start and Auto-start capability
- · Low oil pressure and highwater temperature- safety shutdown system
- · Residential grade muffler assembly
- Radiator assembly
- Air cleaner assembly
- Electronic governor
- Fuel/water separator
- Battery cables
- Operator manual
- 3 year/3000hr limited engine warranty
- Generator Lifting Bail assembly
- · Unit serviced, load tested, and mounted on skid with antivibration mounts

Quantity	Model/Description	Unit Price
1	WQ40 Westquip open skid Stationary Generator Set Yanmar 4TNV98T engine Stamford 60Hz 3 phase 120/208v generator Output 40kW/50kVA – continuous 44kW/55kVA - Standby G24 battery & box Remote oil drain kit TG410 Controller with amps display	\$25,745.00
1	125amp main breaker and box shipped loose	\$690.00
1		
1		

QUOTE VALID FOR: 30 days TERMS: Net 30 Days, OAC

TAXES: Not included FOB: Westquip Diesel Sales, Calgary, Alberta

WESTQUIP DIESEL SALES LTD

VILLAGE OF HUSSAR BANK RECONCILIATION

Di iiii ii	•				
	lage General Acct 10050185 ne 30 2025				
DATE JUI	IE 30 2023				
STATEMENT BALANCE				300,806.51	
ADD: OUTSTANDING D	EPOSITS				
De	posit in July		21,476.33		
De	posit in July		5,161.27		
Fir	st Data- Campground setup		50.00		
Eq	uipment Reserve on GL twice	_	10,152.78		
				36,840.38	
LESS: OUTSTANDING C	HEQUES				
	ssar Property Association		1.00		
	eichen Standard Transport		152.44		
	·			Ī	
				•	
9911 Ca	nada Revenue Agency		2,604.42	-	
9912 Tra	acey Dundas		123.38	-	
9913 Gr	egg Distributers		68.07	-	
9914 Joh	nn Deere Financial		1,132.90	-	
9915 Te	lus Communications		132.97	-	
9916 Te			38.80	-	
9917 Wi	heatland County	_	16,095.41		
				- 23,957.16	
OUTSTANDING TRANS	FERS				
So	meone paid 50 cent cash balance was .49	found a-	0.01		
fixed August J		-	89.00		
GS	T retrun from CRA	-	15,399.54		
<mark>etr</mark>	ransfer for Plot needs to be moved to cem	netery a -	1,200.00		
	GL twice	-	54,292.00		
MS	SI to transfer at bank	-	6,913.00		
Fir	st Data- Campground payment	<u>-</u>	95.25		
				- 77,988.80	
	F	RECONCIL	ED BALANCE	235,700.93	
	GL B	ALANCE (3	3000012700)	235,700.93	
			Variance -	-	
OTHER ACCOUNTS					
OTTEN ACCOUNTS					
First Response (EFRT) 1	Trust Term Account 10135176 (300001280	00) 5	STATEMENT	3,219.82	Interest
Community Account (F	Rate .05)	(GL BALANCE	3,220.82	\$ 0.14
		\	Variance	- 1.00	
Cemetery Pernetual Ac	ccount 10189009 (3000012900)		STATEMENT	4,402.83	Interest
Community Account (F			GL BALANCE	5,602.83	\$ 0.18
Community Account (I			Variance	- 1,200.00	Fixed in July
		,		1,200.00	i incu iii suiy

STATEMENT

STATEMENT

GL BALANCE

Variance

GL BALANCE

30.58

30.58

1,249.86

1,249.86

Interest

Interest

\$

\$

Cemetery Common Share Account 10499317 (3000013000)

12 Month Term (Fixed .40% Maturity Date - Feb 24, 2022)

Mayors Memorial Trust Term Account 723112380412 (3000013400)

Common Share

	Variance		
Cemetery Reserve 722821002853 (3000013500)	STATEMENT	4,768.70	Interest
High Interest Savings (Rate .35)	GL BALANCE	4,773.70	\$ 0.59
	Variance	- 5.00	
FCTF C T A	CTATENAENIT		
FGTF Grant Term Account 723112220006 (3000013700)	STATEMENT	-	Interest
12 Month Term (Fixed 1.20% Maturity Date - April 8, 2023)	GL BALANCE		\$ -
	Variance	-	
Common Share 10497733 (3000030000)	STATEMENT	3,000.48	Interest
Common Share	GL BALANCE	3,000.48	\$ -
	Variance	-	
Village Reserves 15037021 (3000032000)	STATEMENT	199,674.92	Interest
High Interest Savings (Rate .35)	GL BALANCE	199,674.92	\$ 32.82
	Variance	-	
Walking Trail Trust Term Account 723113420506 (3000032220)	STATEMENT	1,142.69	Interest
34 Month Term (Fixed 4.6% Maturity Date - January 6, 2027)	GL BALANCE	1,142.69	\$ -
	Variance	-	
Equipment Reserve Account 722821632733(3000033000)	STATEMENT	20,315.90	Interest
High Interest Savings (Rate .35)	GL BALANCE	20,320.90	\$ 3.34
	Variance	- 5.00	
Special Events Account 722821632741 (3000034000)	STATEMENT	941.97	Interest
High Interest Savings (Rate .35)	GL BALANCE	941.97	\$ 0.12
	Variance	-	
Emergency Management 722821646022 (3000035000)	STATEMENT	2,387.91	Interest
Savings Account (Rate .05)	GL BALANCE	2,387.91	\$ 0.10
· ,	Variance	-	·
Centennial 722821666012 (3000036000)	STATEMENT	3,254.19	Interest
Savings Account (Rate .05)	GL BALANCE	3,254.19	\$ 0.13
S,	Variance	-	, 5.25
Village Business Save more Account 723112964231 (3000013700)	STATEMENT	50,487.45	Interest
	GL BALANCE	50,487.45	\$ 43.12
	Variance	-	Ţ 10.12

Village of Hussar List of Accounts for Approval Batch: 2025-00053 to 2025-00062

2025-08-06 10:38 AM Page 1

Bank Code: AP - AP-GENERAL OPER

COMPUTER CHEQUE

		COMPUTER CHEQUE		
Payment #	Date	Vendor Name		Payment Amount
9892	2025-06-04	AMSC Insurance Services Ltd.		1,191.54
9893	2025-06-04	Dependable Maintenance Ltd.		1,249.50
9895	2025-06-04	Plante, Michelle		175.00
9896	2025-06-04	Wild Rose Assessment Service		516.25
9897	2025-06-11	Alberta Municipal Services Corp		4,495.98
9898	2025-06-11	ClearTech Industries Inc		1,100.99
9899	2025-06-11	Dave Warburton Services		472.50
9900	2025-06-11	Gleichen Standard Transport		152.44
9901	2025-06-11	Jepson Petroleum Ltd.		249.76
9902	2025-06-11	Reality Bytes Incorporated		236.25
9903	2025-06-11	TSG Water Services		3,707.68
9910	2025-06-25	Armstrong Auto Service		3 6 .75
9911	2025-06-25	Canada Revenue Agency		2,604.42
9912	2025-06-25	Tracey Dundas		123.38
9913	2025-06-25	Gregg Distributors LP		68.07
9914	2025-06-25	John Deere Financial Inc.		1,132.90
9915	2025-06-25	Telus Communications Inc.		132.97
9916	2025-06-25	Telus		38.80
9917	2025-06-25	Wheatland County		16,095.41
		,	Total Computer Cheque:	34,410.59
		AUTOMATIC WITHDRAWAL		
Payment #	Date	Vendor Name		Payment Amount
20250611	2025-06-11	Servus Credit Union Ltd.		63.00
20250612	2025-06-11	Government Of Alberta		10,180.62
			Total Automatic Withdrawal:	10 242 62

Payment #	Date	Vendor Name		Payment Amount
20250611	2025-06-11	Servus Credit Union Ltd.		63.00
20250612	2025-06-11	Government Of Alberta		10,180.62
			Total Automatic Withdrawal:	10,243.62

Total AP: 44,654.21

Certified Correct This August 6, 2025

Reeve	Administrator

VILLAGE OF HUSSAR BANK RECONCILIATION

ACCOUNT	Village General Acct 10050185
---------	-------------------------------

DATE July 31 2025

STATEMENT BALANCE 283,017.46

ADD: OUTSTANDING DEPOSITS

Deposit in August2,169.00Bank Error956.03First Data- Campground setup/fees15.00

Equipment Reserve on GL twice 10,152.78

13,292.81

LESS: OUTSTANDING CHEQUES

9638 Hussar Property Association 1.00 payment reversed

9900 Gleichen Standard Transport 152.44

9332 Westquip Diesel Sales 38,405.48 payment reversed

9936 Gregg Distributers 180.74

- 40,940.16

OUTSTANDING TRANSFERS

Someone paid 50 cent cash balance was .49 found a - 0.01

fixed july - 89.00

GST retrun from CRA - 15,399.54 on GL twice - 54,292.00 MSI to transfer at bank - 6,913.00

First Data- Campground payment - 190.50

- 76,884.05

RECONCILED BALANCE 178,486.06 GL BALANCE (3000012700) 178,486.06

Variance -

OTHER ACCOUNTS

First Response (EFRT) Trust Term Account 10135176 (3000012800) Community Account (Rate .05)	STATEMENT GL BALANCE Variance	3,219.95 3,220.95 1.00	Interest \$ 0.13
Cemetery Perpetual Account 10189009 (3000012900) Community Account (Rate .05)	STATEMENT GL BALANCE Variance	5,603.02 5,603.02 -	Interest \$ 0.19
Cemetery Common Share Account 10499317 (3000013000) Common Share	STATEMENT GL BALANCE Variance	30.58 30.58 -	Interest \$ -

 Mayors Memorial Trust Term Account 723113624172 (3000013400)
 STATEMENT
 1,307.35
 Interest

 14 month Term (Fixed 4.6% Maturity Date - Sept 23, 2025)
 GL BALANCE
 1,307.35
 \$ 57.49

14 month Term (Fixed 4.6% Maturity Date - Sept 23, 2025)

GL BALANCE

1,307.35

Variance

-

Cemetery Reserve 722821002853 (3000013500) High Interest Savings (Rate .35)	STATEMENT GL BALANCE Variance	4,769.31 4,774.31 - 5.00	Interest \$ 0.61
FGTF Grant Term Account 723112220006 (3000013700) 12 Month Term (Fixed 1.20% Maturity Date - April 8, 2023)	STATEMENT GL BALANCE Variance	- - -	Interest \$ -
Common Share 10497733 (3000030000) Common Share	STATEMENT GL BALANCE Variance	3,000.48 3,000.48	Interest \$ -
Village Reserves 15037021 (3000032000) High Interest Savings (Rate .35)	STATEMENT GL BALANCE Variance	199,708.84 199,708.84 -	Interest \$ 33.92
Walking Trail Trust Term Account 723113420506 (3000032220) 34 Month Term (Fixed 4.6% Maturity Date - January 6, 2027)	STATEMENT GL BALANCE Variance	1,142.69 1,142.69 -	Interest \$ -
MSI Capital Term Account 15137904 (3000032400) 12 Month Term (Fixed .65% Maturity Date - March 5, 2023)	STATEMENT GL BALANCE Variance	- - -	Interest \$ -
Equipment Reserve Account 722821632733(3000033000) High Interest Savings (Rate .35)	STATEMENT GL BALANCE Variance	30,320.17 30,325.17 - 5.00	Interest \$ 4.27
Special Events Account 722821632741 (3000034000) High Interest Savings (Rate .35)	STATEMENT GL BALANCE Variance	942.09 942.09 -	Interest \$ 0.12
Emergency Management 722821646022 (3000035000) Savings Account (Rate .05)	STATEMENT GL BALANCE Variance	2,488.01 2,488.01	Interest \$ 0.10
Centennial 722821666012 (3000036000) Savings Account (Rate .05)	STATEMENT GL BALANCE Variance	4,254.35 4,254.35 -	Interest \$ 0.16
Village Business Save more Account 723112964231 (3000013700)	STATEMENT GL BALANCE Variance	50,530.33 50,530.33	Interest \$ 42.88

Village of Hussar List of Accounts for Approval Batch: 2025-00063 to 2025-00075

2025-08-06 10:39 AM Page 1

Bank Code: AP - AP-GENERAL OPER

COMPUTER CHEQUE

Payment #	Date	Vendor Name		Payment Amount
9920	2025-07-02	4 Elements Environment Control		3,564.75
9921	2025-07-02	AMSC Insurance Services Ltd.		1,819.32
9923	2025-07-02	Telus Mobility		114.35
9924	2025-07-02	Wild Rose Assessment Service		516.25
9925	2025-07-10	Alberta Municipal Services Corp		4,508.02
9926	2025-07-10	Jepson Petroleum Ltd.		439.82
9927	2025-07-10	KaizenLAB Inc.		149.52
9928	2025-07-10	Munisoft		590.62
9929	2025-07-10	TSG Water Services		4,247.24
9930	2025-07-10	Xylem Canada Company		4,970.27
9932	2025-07-16	Westquip Diesel Sales		38,405.48
9932	2025-07-16	westquip Diesei Sales		30,403.46
9936	2025-07-17	Gregg Distributors LP		180.74
9937	2025-07-17	Servus Credit Union Ltd.		75.00
9941	2025-07-22	AMSC Insurance Services Ltd.		627.78
9942	2025-07-22	Miller Water Systems		956.03
9943	2025-07-22	Telus Communications Inc.		132.97
9944	2025-07-22	Telus		38.80
9945	2025-07-22	Wheatland County		1,706.41
			Total Computer Cheque:	63,364.43
		AUTOMATIC WITHDRAWAL		
Payment #	Date	Vendor Name		Payment Amount
20250601	2025-07-02	Fiserve (First Data Canada)		50.00
		,	Total Automatic Withdrawal:	50.00
			Total AP:	63,414.43
Contified Comment	This August C. O.	225		
Certified Correct	rnis August 6, 20	JZO		

Reeve	Administrator

TSGWaterservices Monthly Summary For July 2025

July 2, 2025	Checked for water backup in basement at 237 2nd Ave W as per customer request
July 7, 2025	High Level at LS, cleaned floats, reset pumps
July 14, 2025	East well went down, electrical issues called Miller Well Services
July 16, 2025	Miller Well service changed out motor control unit ,tested and the well is running again
July 20, 2025	Cl2 pump wasn't working, tried spare pump, cleaned out lines still didn't work.
July 23, 2025	Supply 1 Prominet Gamma X Cl2 Pump GMXA1602PVT20100UD0130BEN, brought out, set up and tested new CL2 pump for proper operation.
July 24, 2025	Met with Electrician for New genset swap out
July 24, 2025	Ran East well Manually for 2 days, to make sure the new motor starter was working properly
July 30, 2025	Drove out to Hussar and did daily testing for Murray
July 31, 2025	Drove out to Hussar and did daily testing for Murray



RE: Price quote of various pumps/SPK

Good morning

Hope you had a great weekend!

I am following up on your discussion with Harry this morning regarding ProMinent metering pumps. Please be advised pf the below list

GMXa Series

Model / Part nr.	Item	Unit Price
GMXa1602PVT2 M000UD0130BEN	Solenoid driven metering pump Liquid end material PVDF Capacity: * 0.61GPH; 2.3L/H * 232PSI; 16BAR	\$2,438.80
1023109	SPK for GMXa1602PVT2	\$429.00
GMXa1604PVT7 M000UD0130BEN	Solenoid driven metering pump Liquid end material PVDF Auto-degassing Capacity: * 0.58GPH; 2.2L/H * 145PSI; 10BAR	\$2,633.00
1047858	SPK for GMXa1604PVT7	\$455.90
GMXa1602NPB9 M000UD0130BEN	Solenoid driven metering pump Liquid end material PVC/Acrylic Auto-degassing Capacity: * 0.34GPH; 1.3L/H * 232PSI; 16BAR	\$2,590.80
1001667	SPK for GMXa1602NPB9	\$442.60

Beta4 series - No digital display, the smallest pump head available

Model / Part nr.	Item	Unit Price
BT4B1601NPB9 000UD010A007	Solenoid driven metering pump Dosing head material plexiglass/PVC Auto-degassing Capacity: * 0.16GPH; 0.59L/H * 232PSI; 16BAR	\$1,613.00
1001666	SPK for BT4B1601NPB9	\$442.60

BT4B1602NPB9 000UD010A007	Solenoid driven metering pump Dosing head material plexiglass/PVC Auto-degassing Capacity: * 0.37GPH; 1.4L/H * 232PSI; 16BAR	\$1,636.00
1001667	SPK for BT4B1602NPB9	\$442.00

Note:

- 1. The relay is not included (optional) for both GMXa and Beta4 pumps.
- 2. GMXa series model comes with a Bluetooth feature.
- 3. Price FOB Calgary + gst extra
- 4. Lead time: about 2 weeks.

Please feel free to contact Harry if you have any further inquiry.

Thank you







30 YEARS IN WESTERN CANADA
OFFERING UNPARALLELED EXPERTISE AND SERVICE
FOR SOLUTIONS YOU CAN TRUST.

Chan

Sent: Monday, August 11, 2025 9:40 AM

Subject: Price quote of various pumps/SPK

Rebecca,

Please quote the following to

GammaX 1602 PVT2

GammaX 1602 PVT7 (auto-degassing)

GammaX 1602 NPB9 (auto-degassing)

Notes: If 1602 is NOT available, please substitute with 1604.

Beta 1601 NPB9 (auto-degassing; no digital displace; the smallest pumphead available)

Beta 1602 NPB9 (auto-degassing; no digital displace)

Also, quote SPK (spare parts kit) for all of the above.

Regards!





30 YEARS IN WESTERN CANADA
OFFERING UNPARALLELED EXPERTISE AND SERVICE
FOR SOLUTIONS YOU CAN TRUST.







Submitted to Alberta Municipal Affairs

June 30, 2025

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Executive Summary

In May 2025, Alberta Municipal Affairs began engagements on potential improvements to the rules for recall of a municipal elected official as prescribed in the *Municipal Government Act* (MGA). This report represents Alberta Municipalities' recommendations to Municipal Affairs based on the input we have collected from our member municipalities since the inception of recall in 2023. Our recommendations are based on the premise that recall represents the undoing of a democratic election. Therefore, the framework and processes for a municipal recall petition should be structured to provide the same standard of trust and transparency for the public.

Recommendations to Improve Municipal Recall		
Transparency and Trust in the System		
 Appoint the Minister of Municipal Affairs, a municipal ethics commissioner, or other independent body to manage all activities related to municipal recall petitions. The municipal government and municipal staff should have zero involvement in the management of a recall petition due to the perception and power structure between municipal elected officials and municipal government staff. 	(Elections Alberta)	
Require the petition application and petition form to include a written statement by the organizer explaining why the municipal elected official should be recalled.	√	
Require the petition form to include a written statement by the targeted elected official, if provided by the official within the prescribed time period.	f 🗸	
4. Require the independent body to vet the rationale for a recall petition to ensure it meets test of reasonability before approving the petition application. This provides an opportuni to clarify information and a possible resolution prior to a full recall petition process.		
Require the petition organizer to submit the petition at the end of the petition period regardless of how many signatures are collected.	√	
6. Require petition canvassers to register and follow a code of conduct guideline.	√	
7. Prescribe penalties if recall rules are not followed.	✓	
Threshold of Signatures Required		
 Change the threshold for a successful recall petition to be based on signatures from 40 p cent of eligible voters (except for summer villages). 	oer No	
Process for Municipal Recall Petitions		
 Change the eligible period to launch a recall petition to open one year after election and close the eligible period one year prior to the general municipal election. 	√	
10. Maintain the current requirement that signatures must be collected within 60 days for all municipal recall petitions. Or set the default to 60 days and increase to 90 days only whe a recall petition requires more than 15,000 signatures.		
11. Require the petition organizer to remove a signature if requested by the signatory.	No	
Finances Related to Municipal Recall Petitions		
12. Create rules to prevent the offering of gifts and financial incentives to petition signatories	s. 🗸	
13. Create rules for advertising, fundraising, and an expense limit for municipal recall petition The rules should apply to petition organizers and the targeted elected official.	ns. 🗸	
14. Create a regulatory framework that prevents local political parties, slates, candidates, and third-party advertisers from launching a recall petition or fundraising from a recall petition		
15. Create rules for petition organizers to disclose finances related to a recall petition.	√	
 Create rules that prescribe what a petition organizer must do with any surplus funds after recall petition has been submitted. 	ra 🗸	

Background

This report represents Alberta Municipalities (ABmunis) response to Municipal Affairs' May 2025 discussion guide questions on potential improvements to the *Municipal Government Act* relating to the recall of a municipal elected official. ABmunis prepared for this engagement by:

- Meeting with administrators from most municipalities that have managed a recall petition.
- Conducted a comprehensive workshop with ABmunis' Municipal Governance Committee in February 2025.
- Collected input from municipalities during ABmunis' Summer 2025 Municipal Leaders' Caucus.

Comparison of Recall of MLAs versus Municipal Officials

In May 2025, the Government of Alberta amended the *Recall Act* to update the rules for recall of an MLA. The following table summarizes some of the differences in rules for recall of an MLA versus the recall of a municipal elected official.

	Recall of an MLA	Recall of a Municipal Elected Official
Recall Period - Start	12 months after being elected.	18 months after an election.
Recall Period - End	12 months prior to a general election.	January 1 of a general election year.
Signature Collection Timeframe	90 days	60 days
Recall Threshold	60 per cent of the total number of electors who voted in the electoral district in the most recent election	40 per cent of the population of a municipality or ward. For summer villages, it is 50 per cent of the number of residences.
Reasons for recall stated on the petition	Up to 100 words	Not required
Response from the targeted official stated on the petition	Up to 100 words MLA has 7 days to provide a response.	Not required
Petition verification timelines	Determine if requirements have been met within seven days. Verify within 21 days whether a recall is authorized. Report the recall petition results within seven days of completing the verification.	45 days after the date on which a recall petition is filed, determine whether the recall petition is sufficient.
Outcome if the petition is successful	Residents of the division will vote on whether to recall the MLA. The vote must be held within six months from the date on which the successful petition results are published. If the vote is successful, then a by-election must be held.	Elected official is immediately removed from office. The municipality must hold a by-election in accordance with section 162 or 163 of the MGA as applicable. The recalled official may run in the by-election.
Fundraising	An individual in the division may contribute up to \$4,000.	No provisions.
Expense limit	A petitioner organizer may spend up to \$23,000 on a recall petition.	No provisions.

1. Alignment with the Recall Act

The *Recall Act* provides a much more comprehensive set of rules for how recall petitions should be conducted for MLAs compared to the provisions in the *Municipal Government Act* for municipal elected officials. In many cases, there is merit for municipal recall rules to be aligned with the *Recall Act*; however, there are some areas where recall rules need to differ for municipalities because of the differences in:

- The number of people in electoral divisions (small and large communities).
- Municipal governments have financial and human resource capacity challenges to run by-elections.
- The frequency that municipal officials are acclaimed to office.

Areas where MLA and municipal recall rules should be aligned

- An independent body oversees the recall process.
- The reasons for recall must be stated on the petition form in less than 100 words.
- The targeted official's response to those reasons must be stated on the petition in less than 100 words.
- The period for when a recall petition may be launched.
- Rules for advertising, fundraising, and expense limits for a petition.
- Rules for petition canvassers.
- Rules for collection and use of personal information collected on a petition.
- Penalties for violating the rules.

Areas where municipal recall rules should differ for municipal governments

- Threshold used to determine the number of signatures required for a successful recall petition.
- Timeframe to collect the required number of signatures.

2. Threshold of Signatures Required

Background

Section 240.5 (a) of the MGA establishes that a recall petition must be signed by eligible voters representing at least 40 per cent of the municipality or ward's population for municipalities other than summer villages.

2.1. Should the threshold to recall a councillor be lower, higher, or the same as the current threshold? Why?

A recall petition represents the undoing of a democratic election.

Alberta's municipal elections are run in a manner where people have sufficient time to:

- research the issues and the candidates, and
- vote in privacy without the threat of undue influence.

However, when petition organizers approach voters at their home or at events, there are opportunities for residents to feel unsafe or pressured to sign the petition in the moment without sufficient knowledge or consideration of the matter.

Therefore, to undo the results of an election, the Government of Alberta should ensure that the signature threshold continues to be a high bar to meet, regardless of the metric that is used. Particularly since a municipal recall petition results in the immediate removal from office.

We also note a successful recall petition also creates a significant expense for the municipality in the form of a by-election. It requires indirect costs in the form of a reallocation of staff time from other priorities, training of the returning officer (if necessary), and direct costs to run the election.

Outcome of Past Recall Petitions

We note that some recall proponents suggest that the reason all but one of the recall petitions have failed is because the signature threshold is too high. However, the Government of Alberta should consider the reasons that each petition was brought forward. It's possible that those petitions failed, not because of the high threshold, but because the public saw insufficient justification on why that elected official should be removed from office. In addition, organizers of failed petitions have not been transparent about the number of signatures they received, so it's impossible to gauge the impact that a reduced, but still reasonable threshold would have had in those petitions.

- 2.2. What population should the recall threshold percentage be based on?
 - a) Percentage of people that voted in the last general election.
 - b) Percentage of eligible voters in the municipality or ward.
 - c) Percentage of population.

ABmunis recommends that the signature threshold metric be changed to option B, percentage of eligible voters in the municipality or ward. This recommendation is based on our concerns with options A and C.

Concern with Option A: Percentage of people that voted in the last general election

- Just because a person didn't vote in the last election doesn't mean they aren't eligible or motivated to sign a petition.
- Voter turnout can be lower in elections when there is no contest for the mayor's seat, thereby artificially lowering the threshold for that term.
- If council is acclaimed, there is no voting data available and using voter turnout numbers from prior elections may be problematic if the council or the elected official has been acclaimed for several elections and the population of the municipality has changed since then.

Concern with Option C: Percentage of population (current system)

• Potentially unfair threshold to meet if the community has a high number of ineligible voters (e.g. children and permanent residents without citizenship).

Our recommendation is based on the assumption that the recall threshold for summer villages will remain unchanged using the number of residences.

2.3. Based on your answer to 2.2, what should the percentage be?

40 per cent of eligible voters.

Acclamations

In 2013, 37 per cent of candidates ran uncontested and were acclaimed.

In 2017, 28 per cent of candidates ran uncontested and were acclaimed.

In 2021, 26 per cent of candidates ran uncontested and were acclaimed.

2.4. In the event of an uncontested election where the candidate is acclaimed, what population should be considered? Note: option 2.2a would not be applicable.

This problem is overcome if the threshold is based on a percentage of eligible voters.

Tiered Threshold

2.5. In the large municipalities there are significant logistical challenges with collecting the volume of signatures required within the petition timeframe. Should there be a tiered threshold for municipalities over a specific population size? Why, or why not?

No, a recall petition represents the undoing of an election so the threshold should be the same regardless of the size of the municipality. However, refer to question 3.10 regarding our recommendation for a tiered approach for the time available to collect signatures.

2.6. If tiers of thresholds were considered based on population size, what population level should be considered for tiers?

No comment.

3. Process to Recall a Municipal Elected Official

Stakeholders have expressed concerns with the current process to recall a municipal elected official related to:

- ability to use financial incentives to sign a petition;
- advertising rules;
- fundraising;
- protection of personal information;
- failure for petition organizers to submit a recall petition;
- timelines:
- requirements for recall petition information to be completed on each page of the petition; and
- potential requirement for a rationale for recall.

Section 240.95 of the MGA allows the Lieutenant Governor in Council to make regulations modifying provisions of the LAEA and its regulations for the purposes of a recall petition. There are currently no regulations in place.

3.1. Did your municipality develop/implement any internal policies/procedures to support the recall petition validation process?

Recall is a provincial initiative whereby the sufficiency of a petition is determined by the Minister of Municipal Affairs. Therefore, the Government of Alberta should be responsible for all policies, procedures, and end-to-end operations of all recall petition issues.

Residents who are motivated to recall a municipal elected official may perceive that the CAO and municipal administration are not independent of council and will take all orders from the elected official who is the target of a recall petition. This creates an environment for distrust in the system.

For example, the current municipal recall system is structured in a manner that is equivalent to requiring a deputy minister and staff to manage the recall petition of the minister of their department. This context is not present in the provincial recall system because Elections Alberta ensures that there is a separation of powers, but that is not present in the municipal system.

Recommend Independent Body to Manage all Recall Activities

To build trust in government systems, a municipality should have zero involvement in the management of a recall petition. It should be the responsibility of Municipal Affairs, a municipal ethics commissioner, or other appointed body to manage the operations of recall including:

- · Prescribe all policies and procedures for recall petitions.
- Provide the template forms and guide to be used by petition organizers.
- Manage all questions and operational matters in the lead up to a recall petition being considered and approved.
- Determine the number of signatures required.
- Oversee all activities during a recall petition.
- Collect the petition and verify if the petition is successful.
- Manage all communications with the petition organizer and to the community.

The municipality's only role should be to direct residents to the independent body that manages recall petitions.

Financial incentives or gifts to sign a petition

Municipal Affairs has been directed to ensure that financial incentives or gifts to sign a councillor recall petition are prohibited.

As a reference, Section 55(1)(c) of the *Recall Act*, which applies to MLAs only, establishes recall petition offences, including when a person in any manner exerts undue influence on an individual in respect of the signing of a recall petition. Section 63(1) of the *Recall Act* outlines that a person who contravenes any of the provisions of the Act is guilty of an offence and liable to: (a) in the case of an individual, a fine not to exceed \$10,000, or (b) in the case of a corporation, unincorporated organization or association, a fine not to exceed \$100,000.

3.2. What mechanisms should be in place to prohibit financial incentives or gifts?

The provisions in the *Recall Act* should also apply to municipal recall petitions and the Government of Alberta's guide should provide examples of activities that would be considered "undue influence".

Advertising for a recall petition

3.3. Should there be rules established around advertising recall petitions? If 'yes', what should be included?

Yes, but ABmunis does not have any specific recommendations and would need additional time to understand what advertising rules apply for recall of an MLA.

Fundraising for a recall petition

3.4. Should fundraising be permitted during a recall petition?

Yes, but there should be a maximum expense limit and any surplus funds must be returned to the contributor or transferred to a charity.

Fundraising by the Petition Organizer and Prevention of Campaigning

ABmunis is concerned about how fundraising for a recall petition could be intertwined with fundraising for an election campaign, particularly since candidates, local political parties, and third-party advertisers can fundraise and spend money in non-election years. Allowing fundraising for a

recall petition creates an opportunity for a local political party, slate, or candidate to collaborate with an individual to launch a recall petition with the alternative motive of using the recall petition to raise funds and indirectly use those funds in ways that will support their own election or issues campaign.

To overcome this, the Government of Alberta will need to prescribe a detailed regulatory framework to prevent the use of recall petitions as a fundraising and campaign strategy.

Fundraising by the Targeted Elected Official

In addition, the elected official who is the target of the petition may be motivated to fundraise to conduct their own campaign to counter or respond to the information being shared by petition organizers. Therefore, fundraising rules should be clear for both parties.

- 3.5. If fundraising is permitted, should there be rules established around fundraising for recall petitions? If 'yes', what should be included?
 - Clear rules to prevent funds from a recall petition being used for any other purpose (e.g. future election campaign, or issues campaign).
 - Prescribe a maximum amount that a petition organizer may spend on a recall petition. (e.g. the *Recall Act* limits expenses on a recall petition to \$23,000). Since municipalities are different sizes, the expense limit should be set on a per capita basis.
 - Requirement to submit a financial report to the authority that oversees recall.
 - Donations may only be accepted from individuals that are eligible to sign the petition.
 - Prescribe what the petition organizer must do with any surplus funds remaining after the recall
 petition has been submitted. For example, the funds must be returned to the contributor(s) or
 gifted to a registered charity.

Use of personal information for purposes other than the recall petition

Section 226.2(1) (a) and (b) of the MGA establishes that personal information contained in a petition must not be disclosed to anyone except the CAO or their delegate(s) and must not be used for any purpose other than validating the petition. Section 240.2(1)(4) of the MGA states that personal information gathered in a petition must not be disclosed, except to the Minister, the CAO or their delegate(s), as necessary for administration or enforcement of the process, or for judicial review.

3.6. Should penalties be established for misuse and/or unauthorized sharing of personal data collected during the recall process?

Yes. The current system provides an opportunity for petition organizers to use a recall petition to discredit a mayor/councillor to build support for a future election campaign and as such, there may be motivations to use a recall petition to collect personal information of voters for the purposes of future campaigning.

The MGA should prescribe the penalties that apply towards the petition organizer or persons found guilty of the offence. The legislation should be clear that the Minister, not the municipality, is responsible for imposing the penalty.

3.7. What security measures should be mandated for storing personal data collected for recall petitions?

We recommend consulting with data security experts.

3.8. Should there be a reporting mechanism for individuals who suspect their data has been misused? If yes, who should oversee this investigation?

Similar to our previous recommendations, investigations should be managed by the appointed body (e.g. Minister, municipal ethics commissioner, other independent body) outside of the municipality.

Timelines

Bill 54 received Royal Assent on May 15, 2025, and upon proclamation will amend the provincial *Recall Act* for Members of the Legislative Assembly (MLAs). The proposed changes will allow that recall petitions can only begin 12 months after an MLA is elected and may not be issued 12 months before a set date general election. Bill 54 also proposed to extend the recall petition signature collection timeline to 90 days.

3.9. Should the timeline to submit a recall petition be amended to align with the changes to the *Recall Act* under Bill 54?

Yes, ABmunis is supportive of reducing the wait period from 18 months to 12 months after the election for when a recall petition may be launched. It is also reasonable to change the closing period of municipal recall petitions to be consistent with the *Recall Act*, as it would only reduce the eligible recall window by three months.

3.10. Should the recall petition signature collection timeline be extended to 90 days to align with the proposed changes to the Recall Act under Bill 54?

Strain on Municipal Government Resources & Progress

Past recall petitions have shown that the time period that a recall petition is open presents a significant strain on municipal administrative resources. For example, it demands time for staff to:

- Respond to media.
- Respond to questions and complaints from residents who have been approached by petition canvassers.
- Answer questions from the petition organizer.
- General management of the issue amongst other operational priorities.

While having an outside body manage a recall petition would mitigate some of the administrative burden, the municipality would likely still need to field questions from the public and media.

A recall petition can also cause the council to feel that they must delay decisions on important matters until the recall petition is resolved. This results in delays in government decision-making which can have adverse effects on the future of the community.

Strain on Mental Health

The time period that a recall petition is open also places a significant burden on the mental health of the targeted elected official as well as the staff involved, particularly when the petition is unjustified or based on misinformation.

At least one municipality who managed a recall petition noted that the recall petition and resulting conversation in the community impacted staff morale resulting in some staff resigning, which created a further challenge for the municipality.

Recommendation

Therefore, ABmunis recommends maintaining the petition period at 60 days to limit the costs and impact on the municipality and community; however, if the Minister determines that 60 days is an

Recommendations on Recall of a Municipal Elected Official

insufficient period to collect the required number of signatures in a large municipality, then the legislation should be drafted to:

- set the default time period to 60 days, and
- increase to 90 days when a recall petition requires more than 15,000 signatures.

Failure to submit a petition as required

Section 240.9 of the MGA establishes that if a recall petition is insufficient or if no recall petition is submitted to the Minister before the end of the recall petition signature period, the Minister must declare the recall petition is insufficient, provide the declaration, and direct the CAO to publish the declaration of insufficiency on the municipality's website no later than seven days after the declaration is provided.

3.11. Should Section 240.9 of the MGA be modified to ensure all recall petitions are submitted, even in cases of insufficient signatures?

Yes, requiring the petition to be submitted is important for several reasons:

- Transparency of information for the media and community to verify the number of signatures
 the petition received versus relying on a statement by the organizer where there is potential
 for misinformation.
- Gives confidence to the signatories that their personal information was not collected for alternative motives.
- Provides an opportunity to repair the reputation of the elected official if the number of signatures is low.

Municipalities have reported that petition organizers have not submitted the petition because of concerns that the council or administration will then see the names of signatories and seek retribution. This has a notable context in small communities where most people are known to one another and may impact personal relationships and businesses. This demonstrates the value in removing the municipality from any process associated with a recall petition and require the petition to be submitted directly to the Minister or municipal ethics commissioner where the use and reporting of information will be seen as independent and unbiased.

3.12. Should there be consequences if a petitioner fails to submit a recall petition, even in cases of insufficient signatures? If yes, what kind of legal and/or financial consequences should be in place?

Yes, there should be a financial penalty similar to other offences in the MGA. The Minister or appointed body responsible for managing recall should be responsible for issuing and enforcing the penalty.

3.13. Should there be guidelines and training on the process for filing a recall petition and the roles and responsibilities of the petitioners, the CAO, and the ministry of Municipal Affairs in a recall petition process? If yes, what types of guidelines or training would be beneficial?

ABmunis is recommending that the municipality have no role in the management of a recall petition so that it is seen as independent. Therefore, municipalities would require no training other than knowing where to direct residents who are interested in launching a recall petition.

Potential for requiring grounds for rationale for recall

Section 2(2)(c) of the *Recall Act* for MLAs establishes that the notice of the recall petition must include a statement not exceeding 100 words, and set out why, in the opinion of the applicant, the elected official should be recalled. The targeted MLA then has the option to provide a written response of no more than 100 words. Both statements must be printed on the petition.

3.14. Should a rationale statement be a requirement to submit a councillor recall petition? Why or why not?

Yes, the rules should mirror the *Recall Act* whereby both the petition organizer and the elected official provide a statement that is printed on each page of the petition. This provides transparency of information for residents when considering whether to support the petition.

It also provides an opportunity for the targeted official to correct misinformation.

3.15. Should there be criteria to determine whether the rationale for a recall petition is valid (i.e., legal violation, ethical misconduct, policy failures)? If yes, why should criteria be added?

Yes, the Minister or appointed independent body should be responsible to vet the rationale for each petition application and rule on whether the recall petition can proceed. This process would enable an opportunity to:

- Educate the petition organizer to overcome any potential confusion or misinformation on a matter before the organizer launches a petition.
- Offer an informal resolution process for frivolous matters prior to going through a recall petition process.

This will save time and money for all involved.

Prevention of Unjustified Recall Petitions

There should be guardrails that prevent a resident from launching a recall petition for unjustified and spurious reasons or due to a lack of understanding of how municipal government operates. Examples of unjustified recall petitions may include:

- Decisions of a previous council.
- A petition that targets the mayor or a minority group of council members instead of all councillors that voted in favour of a decision that is the cause for concern by the petitioner.
- Differing political views.
- Personal grudge towards a member(s) of council.

Justified Recall Petitions

The MGA should define the criteria for which a recall petition may be launched. Suggestions include:

- Found to be in contravention of the *Municipal Government Act* or *Local Authorities Election Act*.
- Found guilty of fraud, assault, or other criminal offence that is unjust of the office.
- Ethical misconduct as determined by an independent ethics commissioner or panel.
- Inadequate performance (missing multiple board or committee meetings).

4. Other Recommendations

4.1. Do you have any other suggestions related to recall thresholds or processes?

Code of Conduct for Petition Canvassers

There should be a requirement for canvassers to understand the rules by which they can operate to collect signatures from residents. For example, the *Recall Act* prescribes that every petition canvasser must register as a canvasser and read and sign a code of conduct guideline and they are liable for a fine of up to \$10,000 for violating the rules.

Removal of a Signature from a Petition

The MGA should define that the petition organizer must remove a person's signature if requested by the signatory. Currently, the MGA only prescribes how a signatory can request removal from a petition after the petition has been submitted.

Responsibility for Enforcement

The MGA includes many provisions related to fines for people who are guilty of an offence under the MGA but it is not always clear whether it is the Minister's responsibility or the municipality's responsibility to enforce those fines. Any amendments to prescribe fines and offences should also prescribe who is responsible to enforce those fines.

Consequences for Violating the Rules

A recall petition carries significant importance as it represents the undoing of a democratic election. Therefore, there should be significant consequences when rules are not followed including fines and potential imprisonment. However, fines may not always serve as an effective deterrent and there should be consideration of what rules are important enough that if violated it would result in a recall petition being declared null and void. For example, the collection of signatures by persons that are not approved canvassers should void the petition.

Resources to Manage a Recall Petition

ABmunis shares the following information to create awareness of the time invested by a municipality when managing a recall petition:

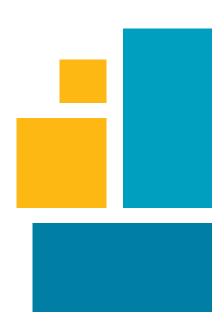
- Clerks/CAO communicate with the applicant about requirements.
- Clerks/CAO communicate with the petition organizer to answer questions about the interpretation of recall rules and any concerns with activities related to the petition.
- Communications staff/CAO manage inquiries by the media.
- Front line staff/CAO manage inquiries by residents about the issues.
- Front line staff/CAO manage complaints from residents about activities by petition canvassers, if necessary.
- Senior management's time invested to adjust schedules for other project work due to the recall petition work.
- If staff need to be hired to verify the petition signatures, then human resources and
 management need to invest time to write a job description, advertise, interview, hire, and
 conduct orientation and training for the new staff.

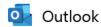


Connect

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abmunis.ca





ABmunis updated recommendations on recall rules



1 attachment (429 KB)

ABmunis Recommendations on Recall of a Municipal Elected Official 20250630.pdf;

Dear Mayors, Councillors, and CAOs:

We are pleased to share Alberta Municipalities **updated** recommendations on how the province can improve the rules for recall of a municipal elected official (attached). We had shared our initial recommendations with you in early June but after speaking with members at our Summer Municipal Leaders' Caucus last month, ABmunis' Board has expanded our recommendations. Many municipalities have not experienced a recall petition so we are sharing this information to help your council respond to Municipal Affairs' online survey that was sent out to municipalities on July 18, 2025.

What has ABmunis added to its recommendations?

- 1. Change the signature threshold for a recall petition to be 40% of eligible voters (except for summer villages).
- 2. If the number of required signatures is greater than 15,000 then allow 90 days for the organizer to collect signatures. Otherwise, maintain the time period at 60 days.
- 3. Municipal governments should have zero involvement in the management of a recall petition due to the power structure between council and municipal staff and the related challenges with public perception. All aspects of a recall petition should be managed by an independent body similar to how the Chief Electoral Officer manages all aspects of recall of MLAs.
- 4. Require the petition organizer to provide a written statement on the reasons for recall and allow the elected official to provide a statement in response that is printed on the petition form.
- 5. Require petition canvassers to register and follow a code of conduct guideline (same as MLA recall).
- 6. Create a regulatory framework for advertising, fundraising, and financial disclosures.
- 7. Create a regulatory framework that prevents local political parties, slates, candidates, and third-party advertisers from launching a recall petition or fundraising from a recall petition.

ABmunis has sent a total of 16 recommendations to Municipal Affairs. The complete list is included in our attached report. Many of our recommendations are designed to create greater consistency between the rules for recalling a municipal official and recall of an MLA.

We encourage you to review our recommendations and complete the province's survey to inform their next steps on recall rules. Thank you to all members that have provided input to us through various meetings throughout the last year.

Tyler Gandam | President

Any questions about our recommendations can be sent to our Advocacy team at advocacy@abmunis.ca.

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www.abmunis.ca	

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We respectfully acknowledge that we live, work, and play on the traditional and ancestral territories of many Indigenous, First Nations, Métis, and Inuit peoples. We acknowledge that what we call Alberta is the traditional and ancestral territory of many peoples, presently subject to Treaties 4, 6, 7, 8 and 10 and Six Regions of the Métis Nation of Alberta.



2024 Value of Your Investment

As a Marigold Library System member, your library maximizes cost-savings and benefits from shared library collections and resources, enhancing public library service for your residents.

2024 levy payments to Marigold (2023 Municipal Affairs population)

	Per Capita Levy	Population	Contribution
Municipality	\$6.46	164	\$1,059.44
Library Board	\$4.50	164	\$738.00

TOTAL levy payments from Hussar to Marigold

\$1,797.44

2024 financial value of Marigold membership

This amount indicates what it would cost your library, where costs are known, to offer the same standard of service to meet community needs and interests without membership in Marigold.

The value of core services for your library includes managed IT services and helpdesk support, library software, books, ebooks and other collections, deliveries of interlibrary loans, training materials for staff and patrons, and more.

Value calculations are detailed on the following pages	\$215,215.68
Cash and spending accounts from Marigold	
Transfer payments (cash)	\$3,100.00
IT Capacity Fund (spending account)	\$1,000.00
Collection allocation & bestsellers (spending accounts)	\$3,435.00

TOTAL value of membership \$222,750.68

2024 Levy Payments to Marigold \$1,797.44

2024 Value of Your Membership in Marigold \$222,750.68



2024 Value of Your Investment

Financial Value of Marigold Services

These amounts indicate what it would cost your library to offer the same standard of services to meet community needs and interests.

Collections

Collections Discounts for Your Library

\$1,202.25

This value represents the amount of money your library saved on collection materials in 2024. Marigold's bulk purchasing power provides deep discounts for new collection items. Without membership in Marigold, your library would spend more to purchase the same collection materials. Marigold staff save library staff time by assisting with collection selection.

Unique eBook & eAudiobook Titles Borrowed by Your Cardholders

\$7,388.86

Marigold provides a wide range of digital collections for reading, watching, listening, and learning. The average cost for an eBook is \$36, and for an eAudiobook, it is \$53. Marigold's membership in The Regional Automation Consortium (TRAC) allows your patrons access to shared Overdrive/Libby and Cloud Library collections.

eResources \$15,990.00

Licensed online resources provide digital, online content for your patrons. eResources include Ancestry.com, Consumer Reports, Auto Repair, Kanopy Plus, Pronunciator Language Learning, and more.

Delivery & Resource Sharing

Unique Physical Titles Borrowed from Other Libraries by Your Patrons

\$7,245.00

As a member of TRAC and an Alberta Public Library Network Partner, patrons registered at Marigold libraries can request an item from any of the 185+ libraries in TRAC, plus other libraries across Alberta. The TRACpac online catalogue and app allow your patrons to place holds on an item anywhere in Alberta and have it delivered to their local library through Marigold van delivery.

Library to You (L2U) is a free mail service for those facing physical or geographic difficulties visiting their public library in person. For patrons across Marigold, Marigold staff fill holds for homebound or remote patrons and mail items to the patron with a free return label.



2024 Value of Your Investment

Weekly Van Delivery Service

\$13,745.33

All items requested by patrons pass through Marigold headquarters for sorting and transportation to their destination through Marigold van delivery. Likewise, items being sent out for loan at other libraries and library systems are transported to Marigold for sorting before going on to the next location, either by Marigold van, provincial courier (other systems), or by mail (e.g. academic libraries). Drivers also deliver new collection materials, kits, games, supplies, and promotional materials.

IT

IT Site Visits, Helpdesk, Remote Support & Consultation

\$5,161.20

IT staff provide remote support, troubleshooting, cybersecurity training, and on-site installations and upgrades for your library. Their goal is reliable IT support for library staff and a positive patron experience. Marigold helps library staff plan for the lifecycle of their computer equipment.

Marigold IT manages the network of computers, devices, and systems that connect member libraries and library service to the world. Member libraries can rely on our team to offer technical support, monitor bandwidth, implement firewall protocols, troubleshoot connection issues, and perform software updates.

Equipment, Software, Licensing, and Library Software

\$155,103.06

Libraries need the right equipment, software, and network, and Marigold provides the expertise to bring it all together. Networked services include email hosting, cloud-based storage, software licensing, file sharing, a toll-free phone system, and a secure environment for patrons to access library collections and digital content. Marigold staff negotiate complex IT vendor contracts on behalf of the system.

Website \$9,197.37

Marigold provides a website where your library can share information on everything it offers. The websites allow libraries to engage with community members and provide information, resources, and services to the public. Marigold staff are available to assist libraries with website updates.

More details regarding IT products and services will be provided in next year's report.



2024 Value of Your Investment

Consultation

Consultation, Support & Expertise

\$182.61

Each member library is assigned a consultant from our team of professional librarians. Marigold consultants have a wide range of skills and backgrounds and are experts in problem-solving and teamwork.

Your Library Services Consultant provides advice, solutions, and support for library managers and staff on personnel management, professional development, program planning and support, collection development, weeding and inventory, board and policy development, standards and best practices, reference questions, performance measures, space planning, and more.

Library Services Consultants also train library staff on a wide range of skills and topics (this is not reflected in the value assigned here).

Financial Benefit TOTAL

\$215,215.68

Real Property Governance: K-12 School Ownership Changes

Infrastructure/Education and Childcare/ Municipal Affairs



Spring 2025



Agenda

- Background and Context
- Objectives
- Discussion Themes
- Next Steps
- Wrap Up and Questions



Background

- Bills 50 and 51 received Royal Assent on May 15, 2025, enabling Infrastructure to own all new and replacement K-12 school real property.
- Real property includes school buildings, playgrounds, parking lots, and sports fields, which will be leased to school jurisdictions for operation and maintenance.
- Transfer of ownership occurs after provincial funding is secured and written notice to transfer is issued by the Minister of Infrastructure.

Albertan

Bill 50: Municipal Affairs Statutes Amendment Act, 2025

- Clarifies definitions including, "Crown", and aligns with terms in the *Education Act*.
- Defines "school building project" and "school division" consistent with the Education
 Act.
- Excludes Crown land (with school board lease) from off-site levies.
 - ensures original intent of off-site levy exemptions extends to leased land.
- Exempts land transfer from school boards to the Crown from public hearing requirements.
- Supports Infrastructure's ability to own and convert school reserve land posttransfer.
- The amendments come into force starting with the 2025 fiscal year.



Bill 51: Education Amendment Act, 2025

- An approved new school project provides scope of the project types:
 - new and replacement schools; and
 - repurposing of an existing building into a new school.
 - All other school building projects are out of scope, including modernizations and renovation.
- New school real property refers to the parcel of land that will be transferred to the Province.
- Transfer of new school real property provides the framework for the change in ownership:
 - The Minister of Infrastructure is required to provide written notice of transfer when conditions are met.
 - Upon transfer to the Province, the registrar is to remove the reserve designation from title.
 - The Minister must offer a leasehold interest in the new school to the appropriate board.



Bill 51: Education Amendment Act, 2025

- Clarifying definitions, such as the Crown, were added.
- Regulatory Authority is provided to the Minister of Infrastructure as required:
 - ownership transfer of newly built school properties;
 - compensation related to transfers; and
 - leasing school properties to jurisdictions.
- The amendments come into force following the coming into force of the *Appropriation Act*, 2025.
- The legislation also ensures consistent application of definitions between the *Education Act* and the *Municipal Government Act*.



Objectives

 To obtain stakeholder input with respect to implementation to ensure seamless transition without impact to operations.

Focus Areas:

- Ownership Changes: Process impacts, scope and timing, and application of written notice;
- Leasing: Clarify leasing provisions and responsibilities under the new ownership and leasing framework; and
- Legislative and Other Amendments: Discussion on amendments and Joint Use and Planning Agreements (JUPAs).

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Discussion Themes

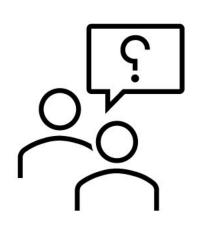


Ownership Changes



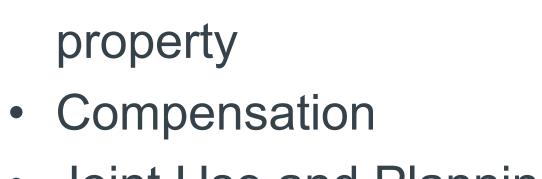
- Future planning and reserve designations
- Written Notice to Transfer
- Scope of ownership
- Partnership/shared ownership considerations and municipal interests

Leasing



- Insurance and liability
- Joint usage
- Subleases

Legislative and Other Amendments



Definitions of new school real



 Joint Use and Planning Agreements (JUPAs)

Implementation

Other considerations?





Next Steps

- Follow-up survey for additional feedback.
- We are happy to respond to you via email.
 - infra.policy@gov.ab.ca
- Thank You! We appreciate your input and collaboration to make this transition successful.



Wrap Up and Questions?



Albertan

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Real Property Governance (RPG)-School Ownership Discussion guide

Background

Bill 50 Municipal Affairs Statutes Amendment Act, 2025, and Bill 51 Education Amendment Act, 2025, received royal assent on May 15, 2025, enabling the province to own all new Kindergarten to Grade 12 (K-12) real property related to new or replacement school projects. The real property includes land, buildings, playgrounds, sports fields, and parking lots. New schools also include buildings that are repurposed as a new school. The legislation will take effect for projects announced in Budget 2025 and onwards.

Infrastructure will assume ownership of all new and replacement K-12 school real property and then lease the property to school jurisdictions (including public, separate, francophone, and charter schools) for operation and maintenance. The transfer of ownership will occur once provincial funding to design and/or build the school is secured, and written notice is provided by the Minister of Infrastructure.

Infrastructure will be responsible for overseeing the transfer of ownership and managing leasing these properties, ensuring better oversight, transparency, and strategic use of assets in alignment with broader government priorities. The separation of ownership and operations allows Infrastructure to use its expertise in real estate, construction, and managing public infrastructure, allowing school jurisdictions to focus on delivering education and maintaining the schools with their specialized knowledge.

Through discussions with impacted stakeholders, Infrastructure is seeking to better understand the potential impacts related to the implementation of the new ownership model. While Infrastructure will own school real property, school jurisdictions will continue to be responsible for the operation and maintenance of the properties through a leasing arrangement.

The legislative amendments introduced through the Municipal Affairs Statutes Amendment Act, 2025 (Bill 50), and the Education Amendment Act, 2025 (Bill 51), provide the framework to implement the new ownership model for all new and replacement K–12 schools.

Bill 50 amendments:

- Clarify definitions including, "Crown", and align with terms in the Education Act.
- Define "school building project" and "school division" consistent with the Education Act.
- Exclude Crown land (with school board leasehold interest) from off-site levies.
- Exempt land transfer from school boards to the Crown from public hearing requirements.

Bill 51 amendments:

- An approved new school project provides scope of the project types:
 - o new and replacement schools; and



- o repurposing of an existing building into a new school
 - All other school building projects are out of scope, including modernizations and renovation.
- New school real property refers to the parcel of land that will be transferred to the province.
 - The Minister of Infrastructure is required to provide written notice of transfer when transfer conditions are met.
 - Upon transfer to the province, the registrar removes the reserve designation from title.
 - o The Minister must offer a leasehold interest in the new school to the appropriate board.
- Regulatory Authority is provided to the Minister of Infrastructure as required:
 - o ownership transfer of newly built school properties;
 - o compensation related to transfers; and
 - leasing school properties to jurisdictions.

The legislative changes do not alter the educational responsibilities of school authorities, which will continue to deliver education programming and operate schools. The legislative changes do not impact existing schools or properties owned by school authorities. They apply only to schools that received capital funding in Budget 2025 and onward.

Site servicing, day-to-day implementation and other operational frameworks of the agreements will continue to be between municipalities and school boards. Joint Use and Planning Agreements (JUPAs) will continue to be developed between municipalities and school jurisdictions as required under legislation.

This session will provide stakeholders with information regarding ownership and leasing changes, clarify roles and responsibilities, and allow Infrastructure to understand potential impacts and consequences that will need to be considered throughout implementation.

This guide outlines background and context, the key elements of RPG School Ownership and a framework for discussions. The guide is meant to support stakeholders' understanding in preparation for the session.

Objectives:

- Communicate the change in school real property ownership for new and replacement K-12 schools beginning in 2025 and going forward.
- Understand implementation challenges/concerns and identify opportunities for an effective and seamless implementation of the new ownership model that does not impact the operations or maintenance of schools.

What is Changing?

- Infrastructure will own all new K-12 school real property (land, buildings, parking lots, playgrounds, sports fields) and lease to school jurisdictions for operation and maintenance.
- The transfer of ownership will occur once provincial funding to design and/or build the school is secured, and written notice is provided by the Minister of Infrastructure.
- The ownership policy is **not retroactive**; existing school properties and school capital projects that received capital funding approval prior to Budget 2025 will remain unaffected.



Key Discussion Themes

As Infrastructure transitions to the new model for K-12 school ownership, we aim to gather feedback and insights to inform the implementation process. The goal is to ensure that the transition to the new ownership model is smooth, efficient, and in alignment with broader government objectives regarding the management of the public real estate portfolio.

The following themes are designed to better understand the practical implications of the transition and guide the development of a successful implementation strategy. We encourage stakeholders to reflect on each theme to help us identify key considerations and potential challenges as we move forward.

Ownership Changes:

This ownership model will not remove the ability for school jurisdictions to operate, hire teachers, plan for future school sites, and assess the education needs for the children of Alberta.

We anticipate questions and discussion on:

- future planning and reserve designations
- scope and timing of the ownership changes, including the written notice provided by the Minister of Infrastructure
- impacts on school construction process
- partnership space ownership and funding responsibilities

Leasing:

Infrastructure will manage lease agreements with school jurisdictions, offering a leasehold interest structure. The lease will include provisions around operations, maintenance, usage, and other responsibilities.

We anticipate discussion and questions on:

- Maintenance and renewal funding
- Insurance and liability responsibilities
- Length and termination provisions
- Joint usage or ability to sub lease

<u>Legislative and other amendments to enable ownership model:</u>

Amendments to the *Education Act* and *Municipal Government Act* enable the proposed change in ownership and provide the overall framework to operationalize the new ownership model. These changes will require further consideration to ensure the appropriate scope is implemented.

We anticipate discussion and questions on:

- the definitions of new school real property
- compensation
- Joint Use and Planning Agreements (JUPAs) between school jurisdictions and municipalities

Overall implementation:



This guide is not intended to be exhaustive of all the implementation requirements. Additional time will also be provided during the session to address further implementation considerations related to the new ownership model.

Thank you for reviewing this guide prior to our session.



Real Property Governance

Fact Sheet

Alberta Infrastructure is responsible for ensuring all government-owned and leased real property are effectively and transparently managed for the benefit of Albertans. Real property includes facilities, buildings, and titled land.

Modernizing governance of all government-owned and leased real property will provide greater accountability to taxpayers by ensuring these assets are handled in a uniform manner and allow government the option to hold onto real property that have strategic value. Streamlining sales helps support priority projects across government, create revenue and reduce red tape.

Real Property Governance

Real Property Governance (RPG) refers to the modernization of the way real property assets are managed with the intent to improve accountability and transparency. The overall objective for RPG is strengthening the government's ability to support program delivery to Albertans.

A. Real Property Governance Act

The Alberta government enacted the *Real Property Governance Act* (RPGA) to legislate a centralized approach to manage its real property inventory. The centralized approach creates more efficiencies across government and maximizes asset value to the benefit of Albertans.

The RPGA received Royal Assent on May 16, 2024, streamlining the real property inventory and disposals of surplus real property. The RPGA applies to all government ministries and consolidated entities such as government organizations, school jurisdictions and charter schools, post-secondary institutions, health authorities and other entities as listed in Alberta's financial statements.

The RPGA excludes the Office of the Legislative Assembly, Offices of the Legislature, Regulated Funds, and Government Business Enterprises. It takes precedence over conflicting legislation, except for the Freedom of Information and Protection of Privacy Act, ensuring consistent governance of public real estate assets.

Requirements of the RPGA

Centralized Inventory System

 Government ministries and consolidated entities must report all owned and leased real property information to Infrastructure, which will then be consolidated into a centralized inventory system. This provides a centralized view of the government's owned and leased real property portfolio which ensures informed and efficient decision making.

Offer to Transfer

- When a government ministry or consolidated entity deems real property surplus or no longer required for program use, it must be offered to Infrastructure at net book value. Infrastructure determines whether to accept the offer or reject it, allowing the ministry or consolidated entity to dispose of the real property.
- The RPGA applies to all government ministries and consolidated entities, however, some entities or land are not subjected to Offer to Transfer:
 - Land that does not have a Certificate of Title under the *Land Titles Act* (however, once a title is created, the RPGA will apply).
 - Land currently being used by ministries or consolidated entities for program purposes.
 - Caveats registered on land titles that restricts use of the land will be honoured.

Scope of Regulations

- Regulations may be created to define any term used but not defined in the RPGA and to address any confusion or difficulty in applying the provisions of this act.
- Regulations necessary to exempt specific real property and for the administration of the act may be created.

Alberta

B. Government Assets Ownership

The overall objective of Real Property Governance is strengthening the government's ability to support program delivery to Albertans. This is achieved through awareness of all assets, holistic decision making, and simplified ownership.

Real property that Infrastructure has acquired, built or owns will be leased to consolidated entities, which will operate and maintain the real property.

Health Facilities Ownership

In April 2025, health facility ownership under Infrastructure was fully implemented. Infrastructure now owns all health facilities previously owned by Regional Health Agencies and leases the facilities to the appropriate health agency for operation and maintenance.

K-12 School Ownership

Bill 50 Municipal Affairs Statutes Amendment Act, 2025 and Bill 51 Education Amendment Act, 2025 received Royal Assent on May 15, 2025, enabling the Government of Alberta to own all new Kindergarten to Grade 12 (K-12) school real property. This property will be leased to school jurisdictions, including public, separate, francophone and charter, for operations and maintenance.

Ownership Model:

- Infrastructure will own all newly constructed K-12 school real property, including buildings and facilities, playgrounds, sports fields, and parking lots
- The change in ownership is on a go-forward basis only and will not be applied retroactively.

School Reserve Transfers:

 The transfer of ownership will occur once provincial funding to design and/or build a new school is secured and written notice is provided by the Minister of Infrastructure.

Leasing and Operations:

 New schools will be leased to school jurisdictions to operate and maintain.

Classification: Public



Bassano RCMP Detachment July 2025 Monthly Report

Prepared by: Sgt. Joe Schmidt Bassano RCMP Detachment Commander August 7th, 2025

Brief Overview - During the Month of July 2025, Bassano RCMP:

General Duties:

- 1) Received a total of 60 Events/Calls for service, below is a snapshot of some of the various calls of service Bassano RCMP attended:
 - a. 8 911, Assist Fire Dept & EMS call investigations
 - b. 23 motor vehicle collisions investigations, Erratic driving, Suspicious persons or vehicles, animals on roadway files
 - c. 10 Speeding and Traffic Violation Tickets issued
 - d. 3 Check wellbeing / Mental Health related files
 - e. 4 Domestic, Criminal Harassment, Uttering Threats and Assault related calls
 - f. 6 Theft / Break and Enter / Fraud related calls

Community Policing:

- 1) Bassano and Brooks Members celebrated Rosemary's Canada Day Parade, marching in Red Serge and provided traffic control for the parade and the Premier in attendance.
- 2) Cst. Mulvihill presented Fraud and Theft prevention tips at the senior's lodge as well as the new 310-RCMP phone reporting line and distributed pamphlets throughout the area and communities
- 3) Bassano and Brooks Members marched in red serge for the Bassano Rodeo Parade and completed enhanced shifts to monitor traffic, the rodeo and beer gardens. The entire weekend was a success with positive public engagement and no issues observed through the foot patrols. Monitoring traffic and enforcement did not garner any impaired drivers or speed related incidents. Bravo to all, for the safety surrounding the event!
- 4) Bassano Members completed extensive patrols in the recreational sites throughout the jurisdiction. Extra patrols have been conducted and no problems were observed or reported. Bassano Members have continued patrols and vehicle enforcement around the playground zones and school zones as school is on summer break. Also, around the water park/rec centre/bike track. No issues have been observed of unsafe driving or behavior. Numerous ends of school visits took place with the kids and at colonies.
- 5) No Curfew check violations occurred on our 3 jurisdictional probation offenders.
- 6) Bassano and Brooks RCMP Members completed 125 proactive patrols throughout Bassano, Gem, Hussar, Rosemary and outlying campgrounds, Dam, etc throughout the 24-hour coverage.

^{**} These events are all separate from one another and there were numerous others calls. However, this covers a brief overview of the types of files that were attended. **

Bassano Detachment Staffing:

Bassano Detachment is still working in a unification of Police services with Brooks Detachment, both utilizing resources for call attendance. As both Detachments are best utilizing these resources to tackle property theft, pro active initiatives and take on more complex workloads and investigations. The benefit of the 24/7 coverage has allowed for numerous rural patrols at higher property crime times of day in the late evening/early morning hours. Trending data reflects this in a reduction in all crime percentages in the later of this quarter.

Bassano had sad and happy news in July.

- The good news: Cst. Mulvihill has officially completed her field training program with great success. She is off to a strong start and has been a huge contributor since her arrival from Depot! Bassano regular Members are at full strength now (1 Sgt. & 4 Cst's).
- The sad news: Detachment Service Assistant, Stephanie Stokes, after 7 years of dedicated service has retired and moved back home. Her work ethic, dedication and community service will be missed and very hard to replace but we all wish her the best in her new chapter of life.

Bassano Detachment began a hiring process to fill the position sometime ago and job interviews are completed with some great candidates. The paperwork has been forwarded onto out Staffing Units to have the selected candidate moving forward as quickly as possible. However, with the security clearance protocols and training there will be a service interruption to the Bassano front counter duties on a full time basis.

Sgt. Schmidt will be completing the daily Admin and front counter duties as much as possible and will be assisted with Brooks Detachment Public Service Employees (PSE's) when required for certain Court disclosure purposes. We are hopeful to be able to have PSE from Brooks for 1-2 days a week to assist going forward but this is still in progress as no temporary PSE are available.

Miscellaneous Files from July 2025:

Motor Vehicle Collision: On July 4th, 2025, at 3:35 pm, Bassano RCMP responded to a MVC on Hwy 1 at Range Road 182. The vehicle was travelling east bound on Hwy 1 with its cruise control on and the driver fallen asleep. The vehicle launched off Hwy 1 into a field, colliding through two fences and over the train tracks. The driver suffered nonlifethreatening injuries and was taken to Brooks Hospital and released a short time later. The driver received TSA driving offence tickets and no other person or vehicle was involved.

Assault with a Weapon: On July 23rd, 2025, at 11:50pm, Bassano RCMP responded to a report from Bassano Fire Dept (BFD) that they were on scene of a structure fire in Bassano. While putting out the fire, BFD was confronted by a neighbouring resident acting erratically. The male began interfering with their efforts to put out the blaze and assaulted one of the firefighters in the process causing minor injuries. Bassano RCMP Members arrested the male on scene which resulted in a further struggle. A 52-year-old Bassano resident was taken to Brooks cells to be held for a bail hearing and was charged with Assault with a Weapon, Mischief and Obstruction of a Peace Officer and Resisting arrest. The male was released by Court with an upcoming Court Date.

Break and Enter to Oil Field Site: On July 26th, 2025, at 4:45 am, Bassano RCMP responded to a report of a break and enter to a oil field facility located just south of Hussar. CCTV revealed a back crew cab pickup had entered the site after cutting the gate locks. 2 Suspects stole a large amount of tech cable and fled north toward Drumheller. Efforts are ongoing to identify the Suspects and the pickup, but it is believed to be associated to an ongoing wire theft ring in the southern Alberta area. The file is still under investigation.



Bassano Provincial Detachment - 2024 Crime Severity Index

2025/07/22

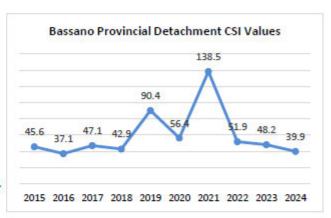
On July 22, 2025 Statistics Canada released their annual report Police-reported crime statistics in Canada, 2024. One portion of this report contained the caclulated CSI values for 2024, as well as revised values for 2023.

CSI Values

The Bassano Provincial Detachment's 2024 CSI value is 39.9. This is a decrease of 17.2% when compared to the newly revised 2023 CSI value of 48.2.

The overall CSI in Alberta for 2024 was 95.6, a 9% decrease when compared to 2023.

The chart to the right shows the CSI values for the Bassano Provincial Detachment from 2015 to 2024.



Main Contributors and Drivers to CSI

The table below contains the top 10 contributors to the Bassano Provincial Detachment's CSI in 2024.

Top 10 Contributors to CSI - 2024			
Crime Category	% of CSI	# of Offences	
Break & Enter	17.1%	8	
Fraud	14.8%	16	
Drug Enforcement - Trafficking	8.7%	2	
Mischief To Property	8.2%	29	
Criminal Harassment	6.0%	13	
Kidnapping/Hostage/Abduction	5.7%	2	
Assault	5.5%	11	
Possession of Stolen Goods	5.0%	5	
Theft of Motor Vehicle	4.9%	6	
Uttering Threats	4.7%	11	
Total for Top Ten	80.5%	103	

Top 3 Drivers to CSI Decrease from 2023 to 2024		
Crime Category	CSI Change	Offence Diff
Other Criminal Code Offences	-5.7	-9
Assault	-4.2	-12
Theft Over \$5,000	-2.3	-4

In 2024 Break & Enter Offences accounted for 17.1% of the Bassano Provincial Detachment's CSI.

The top ten CSI contributors, listed in the table to the left accounted for a combined total of 80.5% of the Bassano Provincial Detachment's CSL

The largest driver to the decrease in CSI from 2023 to 2024 was a decrease in Other Criminal Code Offences offences. There were 9 less in 2024 than in 2023. This caused a CSI decrease of 5.7 points.

The top 3 drivers to the decrease in CSI, as well as the top 2 increases can be found in the tables below.

Top 2 CSI Increases from 2023 to 2024		
Crime Category	CSI Change	Offence Diff
Drug Enforcement - Trafficking	3.5	2
Kidnapping/Hostage/Abduction	2.3	2

CSI Analysis 2024 Page 1 of 2



What is the Crime Severity Index (CSI)?

The CSI tracks changes in the severity of police-reported crime by accounting for both the amount of crime reported by police in a given jurisdiction, as well as the relative seriousness of these crimes. It tells not only how much crime is coming to the attention of police, but also how serious that crime is.

By design, the specific CSI value in a given jurisdiction depends on its mix of crimes and their relative seriousness. If a jurisdiction has a high proportion of less serious (and therefore lower weighted) offences, it will have a lower CSI value. Conversely, a jurisdiction with a high proportion of more serious crimes will have a higher CSI value. The base line for measurement of the CSI is 100.

Detachments with a population close to or less than 5,000 should compare CSI rates with caution (both previous year's rates for their own jurisdiction and with other detachments). The lower the population in a jurisdiction, the more easily a CSI value can be influenced by offences that are more serious in nature. Because of this, CSI values are not calculated by Statistics Canada for jurisdictions with populations of 1,000 or less.

What is used to Calculate the CSI?

Only Criminal Code occurrences that are submitted to the Canadian Centre for Justice Statistics (CCJS) are used in the calculation of CSI values. Of those occurrences, only the most serious offence (Line 1 of the UCR scoring) is taken into account. For example, if there is an occurrence that involved a Break & Enter, an Assault, and a Theft of Motor Vehicle, only the Assault would be counted towards the CSI calculation.

Each type of offence is assigned a "weight" to reflect its general severity. The total of all of the weights for a given jurisdiction are then calculated against the population for that area in order to come up with the CSI. The lower the population, the more influence the weights have on the final value.

Notes

Since the CSI is calculated using only Line 1 of UCR scoring of occurrences that are submitted to CCJS, any offence counts that are presented in this report will differ from other crime statistics reports by the Strategic Analysis and Research Unit.

The Crime Categories presented in this report contain numerous individual offences, each of which can have different weightings. Due to this, there can actually be a decrease in the total number of offences in a category but still an increase in that category's CSI contribution (or vice versa).

Statistics Canada uses population estimates to calculate CSI values. These estimates are updated every year. This is why there is a revised 2023 CSI value. When the 2025 CSI values are released in July 2026 there will also be revised 2024 values released.

Should there be any further questions regarding CSI values or trends, please contact RCMP "K" Division's Strategic Analysis and Research Unit.

CSI Analysis 2024 Page 2 of 2

WHEATLAND AND DISTRICT

EMERGENCY MEDICAL SERVICES

& WHEATLAND REGIONAL 911/ DISPATCH CENTER

August 11, 2025

To: Wheatland County & Municipalities, Town of Strathmore, Village of Hussar, Village of Rockyford, Village of Standard, Fire Chiefs, Rural Fire Departments and Strathmore Fire Department

The WADEMSA Board of Directors is pleased to announce the appointment of Ryan Dahl as Chief Administrative Officer (CAO) of Wheatland EMS.

Since December 2024, Ryan has served as our Interim Deputy CAO, demonstrating outstanding leadership, deep institutional knowledge and a commitment to excellence that reflects the core values of our organization.

Please join us in congratulating Ryan on this well-deserved appointment. We look forward to the continued impact of his leadership in this new capacity.

Respectfully,

Darcy J. Burke

Chairman

WADEMSA Board of Directors

DJB/cm